



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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**Gloria Molina  
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Commissioners

## ADOPTED

Community Development Commission

March 06, 2012

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

2-D March 6, 2012

**SACHI A. HAMAI**  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE TWO MEMORANDA OF UNDERSTANDING WITH THE LABORERS'  
INTERNATIONAL UNION OF NORTH AMERICA LOCAL 777 AND REVISED COMMUNITY  
DEVELOPMENT COMMISSION ADMINISTRATIVE AND PERSONNEL POLICIES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

This letter recommends approval of two multi-year Memoranda of Understanding (MOUs) between the Community Development Commission (Commission) and the Laborers' International Union of North America Local 777 (LIUNA), as well as a related update to the Commission's Administrative and Personnel Policies.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve multi-year MOUs between the Commission and LIUNA for the Maintenance Worker and Program Specialist Bargaining Units, to be effective January 1, 2012 through December 31, 2013.
2. Approve an amendment to the Administrative and Personnel Policies of the Community Development Commission to reflect the terms contained in the MOUs.
3. Find that the approval of the MOUs and update of the Commission's Administrative and Personnel Policies is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to approve two multi-year MOUs with LIUNA for represented employees, and to update the Commission's Administrative and Personnel Policies to reflect the terms contained in the MOUs.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund.

The MOU for the Maintenance Worker bargaining unit includes a provision for Personal Protective Equipment (PPE) reimbursement in an amount not to exceed one hundred dollars (\$100) per year, per employee. The aggregate annual expense is anticipated to be approximately \$4100 and will be paid out annually on July 1st using agency administrative funds included in the Approved Fiscal Year budget.

On October 11, 2011, your Board approved the employer contribution increase to the Flexible Benefit, Optional Benefit and Contract benefit flex dollars and the employer-paid medical subsidy for the 2012 calendar year. This will now be available to represented employees as well with an effective date of January 1, 2012.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

LIUNA was certified on April 14, 2009, by the State Mediation and Conciliation Service of the Department of Industrial Relations, State of California, as the majority representative for the Commission-classified Maintenance Worker and Program Specialist Bargaining Units.

Negotiations for the new MOUs began on October 3, 2011, and continued until a tentative agreement was reached on February 8, 2012. The attached MOUs were ratified by the Bargaining Units and executed by the negotiating teams on February 25, 2012, and will be effective January 1, 2012 through December 31, 2013. The requirement of a January 1, 2012 effective date was agreed upon as part of the negotiations. The MOUs for the Maintenance Worker and Program Specialist Bargaining Units are included as Attachments A and B, respectively.

The Commission's Administrative and Personnel Policies will be updated to reflect the terms contained in the MOUs, and the amended Policies will be effective upon Board approval. The updated Policies will reflect the employer contribution increase to the benefit flex dollars for the 2012 calendar year.

### **ENVIRONMENTAL DOCUMENTATION**

This action is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment.

The action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c) (3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions are consistent with the principle of promoting the well-being of employees

The Honorable Board of Supervisors

3/6/2012

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and their families.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:jd

Enclosures

LA CDC NINTH  
2012 MEET AND CONFER  
PROPOSAL FOR SUCCESSOR TO 2011 MOU  
February 8, 2012

This February 8, 2012 document is the product of informal communications between representatives of LIUNA and the CDC. It is agreed and acknowledged by the parties that if the February 8, 2012 provisions in this document do not result in the LIUNA tentatively agreeing to the entire document, then the February 8, 2012 additions shall be deemed null and void and shall not be considered to have been actual meet and confer proposals in any administrative or civil forum or context.

MEMORANDUM OF UNDERSTANDING FOR THE MAINTENANCE BARGAINING  
UNIT.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into  
this \_\_\_\_ day of \_\_\_\_\_, 2011

BY AND BETWEEN

THE COMMUNITY DEVELOPMENT COMMISSION (hereinafter "Management,"  
"Employer," or "Commission")

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777,  
(hereinafter "Local 777" or "Union")

**ALL PRIOR LIUNA PROPOSALS NOT ADDRESSED HEREIN, ARE REJECTED**

## **ARTICLE 1                    RECOGNITION**

The Laborers' International Union Local 777 was certified on April 14, 2009, by the State Mediation and Conciliation Service of the Department of Industrial Relations, State of California, as the majority representative of the Employer's employees in the Maintenance Bargaining Unit (hereinafter referred to as "Unit"). LIUNA Local 777 (hereinafter referred to as "LIUNA") is the exclusive representative of the employees in the Unit.

The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the Appendix herein as well as such classes as may be added hereafter to the Unit.

## **ARTICLE 2                    TERM**

The term of the Memorandum of Understanding shall be for a term of twenty four (24) months commencing on JANUARY 1, 2012 and terminating on December 31, 2013.

Unless otherwise specified herein, all proposed changes shall be effective on either January 1, 2012 or on and after Board of Commissioners approval of the MOU, or a completion of the impasse process by the Board of Commissioners, whichever date or event occurs last.

Notwithstanding the above, the provisions of the Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is implemented or impasse proceedings are completed.

## **ARTICLE 3                    CALENDAR      FOR      SUCCESSOR      MEMORANDUM      OF UNDERSTANDING**

In the event that LIUNA or Management desires a successor Memorandum of Understanding said party shall serve upon the other, not later than July 1, 2013, notice to request negotiations. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such notice.

## **ARTICLE 4                    PROVISIONS OF LAW AND SEPARABILITY**

It is mutually understood that this Memorandum of Understanding is subject to all applicable Federal, State or Local laws. If any Article, part, or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this Memorandum of Understanding shall not be affected.

## **ARTICLE 5                   NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, color, sex, age, sexual orientation, disability, marital status, LIUNA activity, national origin, creed, or ancestry.

In accordance with said policies, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR) and Local 777 agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR).

## **ARTICLE 6                   FULL UNDERSTANDING**

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided for herein, the parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter specifically referenced herein. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending a specific provision(s) of this MOU.
- C. During the term of this MOU, either party may propose convening of informal (not governed by the Government Code Section 3500 et. Seq.) meetings, the subject of which shall be modification to Administrative and Personnel Policy Sections 301.1 and 301.2, only regarding accrual and use of vacation leave. If such proposal to meet is made, the parties shall convene the informal meeting process within a reasonable period of time and continue to reasonably meet subject to either party having authority to unilaterally terminate the meeting process. The goal of the informal meeting process shall be to formulate modified leave policies for consideration by the CDC.
- D. REOPENER

This Memorandum of Understanding shall be subject to a reopener at direction of the Commission, upon adoption by the Commission of a Resolution evidencing a finding by the Commission that any or all of the following events have occurred during the term of this MOU:

- a. Ten percent (10%) or greater reduction in any one or more operating fund revenues during the period January 1 through June 30 compared to the immediately preceding same period of time; and/or the period July 1 through

December 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time.

- b. A determination by the Commission to implement this Section a. shall not be subject to administrative or judicial challenge.

Upon the Commission invocation of this Article, any increases in compensation initially provided for in this 2012-2013 MOU shall immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process. Implementation of the cessation and reversion of compensation increases provided for in this 2012 – 2013 MOU, shall not occur unless and until the CDC implements the same reversion to the status quo as regards unrepresented employees. (February 8, 2012)

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this multi-year MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener. (October 3, 2011)

## **ARTICLE 7                    NO STRIKE – NO LOCKOUT**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the Employer agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that during the term of this MOU, and during the process by which a successor MOU is renegotiated, or during use of impasse procedures there shall be no strike or “job action,” including but not limited to “sick outs,” “slowdowns,” “speedups” or other action resulting or intended to result, in the modified provision of services by the members.

## **ARTICLE 8                    UNION SECURITY**

### **A.            UNIT MEMBERSHIP LIST**

Within thirty (30) days from the effective date of this Memorandum of Understanding, and each thirty (30) days thereafter, Management will provide LIUNA with an alphabetized list of employee’s name, employee’s number, class code and title, location by department and division where such information is available, confidential status and membership status. In addition, each thirty (30) days Management agrees to provide a “Unit Membership List” and a “Membership List” of all employees in the Unit, which include the same information set forth above in addition to home addresses.

### **B.            UNION MEMBER DEDUCTION AND DUES**

Upon receipt of an executed voluntary written authorization, the CDC shall deduct and remit the LIUNA Local 777 bi-weekly dues. The form for this purpose shall be provided by the CDC. Dues withheld by the CDC shall be transmitted to the LIUNA Local 777 office designated in writing by LIUNA Local 777 as the person authorized to receive

such funds, at the address specified. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made.

## **ARTICLE 9                      COMMISSION RIGHTS**

### **Section I**

The Commission reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the Commission, as such rights existed prior to, during and after the execution of this Memorandum of Understanding. The sole and exclusive rights of management, not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following rights:

- A. To manage the Commission generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the Commission and expand or diminish services.
- C. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- D. Methods of financing.
- E. Types of equipment or technology to be used.
- F. To determine and/or change the facilities, methods, technology, means and size of the work force by which the Commission operations are to be conducted.
- G. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all Commission functions including, but not limited to, the right to contract for or subcontract any work or operation.
- H. To assign work to and schedule employees in accordance with requirements as determined by the Commission, and to establish and change work schedules and assignments.
- I. To relieve employees from duties for lack of work, by means of layoff, or other process.
- J. To establish and modify productivity and performance programs and standards.
- K. To discharge, suspend, demote or otherwise discipline employees in accordance with the provisions and procedures set forth in Commission policies and procedures.
- L. To determine job classifications.



- M. To hire, transfer, promote, demote, suspend or discharge employees in accordance with this Memorandum of Understanding, or Commission policies and procedures.
- N. To determine policies, procedures and standards for selection, training and promotion of employees.
- O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- P. To maintain order and efficiency in its facilities and operations.
- Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the Commission which are not in contravention with this Memorandum of Understanding.
- R. To take any and all necessary action to carry out the mission of the Commission in emergencies.

## Section II

Except in emergencies or where the Commission is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Commission rights shall significantly impact the wages, hours and other terms and conditions of employment of the bargaining unit, the Commission agrees to meet and confer in good faith with representatives of the LIUNA regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is allowed for elsewhere in this Memorandum of Understanding or in the Commission policies and procedures.

### **ARTICLE 10            EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the Commission, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the rules and regulations of the Commission, which unreasonably prevent the Commission from responding to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the LIUNA shall have the right to meet and confer with the Commission regarding a significant impact, if any, on employees of the suspension of these provisions in the Memorandum of Understanding and in any rules and regulations.

### **ARTICLE 11            BULLETIN BOARDS**

Management will provide bulletin boards or space at locations reasonably accessible to Local 777 members, which may be used by the union for the following purposes:

- A. Notices of LIUNA meetings.

- B. Notices of LIUNA elections and their results.
- C. Notices of LIUNA recreational and social events.
- D. Notices of LIUNA official business.
- E. Any other written material which has received the prior approval of the Department Management Representative.

## **ARTICLE 12           WORK ACCESS**

A LIUNA Staff Representative(s) shall have access to the worksites represented herein during working hours for the purpose of assisting employees covered in the adjusting of grievances when such assistance is requested by the grievant(s). Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform LIUNA staff representative as to the time when access can be granted.

LIUNA shall provide the Employer a written list of its Staff Representatives.

## **ARTICLE 13           USE OF THE EMPLOYER'S FACILITIES**

LIUNA may use the Employer's facilities, with prior approval, for the purpose of holding meetings if the use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.

It is understood that LIUNA will pay the cost if the use of a facility requires a fee for rental, or such services as special setups, security, or cleanup.

## **ARTICLE 14           RELEASE TIME FOR TRAINING**

LIUNA may submit a request in writing to the Employer to release on unpaid leave an employee or employees it has designated as a Steward to attend Union-sponsored training and development. When such leave is approved by the Employer the designated employee(s) shall be released without pay. Employees approved for leave under this Article shall be granted unpaid time off, not to exceed one day per year, over the term of this MOU.

The Union shall submit its written request to the Employer for employee leave under this Article not less than 30 calendar days in advance of the scheduled training. Management shall notify the Union of its decision within 14 calendar days, or as soon as practical.

Upon receipt of a request for Union-sponsored educational development, Management will make a good faith effort to accommodate such request.

## **ARTICLE 15           PERSONNEL FOLDERS**

A represented employee shall be entitled to review the contents of his/her personnel folders(s) at reasonable intervals, upon request, with supervisor approval, and upon having first made an

appointment to do so with the designated custodian of records, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the Employer and shall be during non-paid leave from the employee's assignment. Employer shall reasonably accommodate employee requests to review a personnel folder(s) during the employee's meal or rest break.

No evaluation or disciplinary document shall be placed in an employee's official personnel file(s) without providing said employee with a copy. Within thirty (30) calendar days of receipt of the evaluation or disciplinary document, the employee may lodge with the Human Resources Manager, a written rebuttal. A timely written rebuttal shall be attached to the evaluation or disciplinary document. The employer shall not be precluded from issuing a reply to a timely rebuttal. Any such reply shall be served upon the employee prior to being affixed to the above documents, and not later than 30 calendar days after receipt of the employee rebuttal.

## **ARTICLE 16 SAFETY**

### **Section I**

All required safety clothing and devices shall be provided by management and shall be used to the fullest extent possible.

### **Section II**

Management will make every reasonable effort to provide safe working conditions. The Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor.

## **ARTICLE 17 NOTICE OF CHANGES IN WAGES, HOURS OR WORKING CONDITIONS**

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LIUNA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milius-Brown Act, and where Local 777 requests to negotiate with Management, the parties shall expeditiously undertake meet and confer regarding the effect the change would have on the employees in the unit.

As regards changes to specific terms of this MOU only, waiver or modification of any of the terms or provisions specifically contained herein shall not be binding upon the parties hereto

unless made and executed in writing by all parties hereto and, if required, approved and implemented by the CDC and Board of Commissioners.

## **ARTICLE 18           WORK SCHEDULES**

All work schedules, including number of hours to be worked during a payroll period or FLSA “work period,” shall be subject to modification (decrease in compensated hours of work,) by layoff.

## **ARTICLE 19           REST PERIOD**

Subject to the responsible supervisor authorizing the actual use of rest period time based upon the needs of the Commission, each employee shall be granted a maximum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee’s working day nor shall such rest period be combined and therefore exceed fifteen (15) minutes, without the express consent of the designated supervisor.

## **ARTICLE 20           GRIEVANCES AND UNION RIGHTS**

### **A.       UNION STEWARDS**

Local 777 may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the Employer with a written list of employees who have been so designated. A grievance representative if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Union, and, is employed within a reasonable distance from the work location of the grievant.

### **B.       GRIEVANCE PROCEDURE**

#### Section I – Definitions

##### Grievance

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or of written departmental rules, and regulations, and written, personnel practices or written working conditions applicable to employees covered by this Memorandum of Understanding. Neither the grievance procedure or any other Commission Rule or procedure allows for administrative challenge to performance evaluation reports or determinations regarding merit compensation modifications.

## Section II – Responsibilities and Rights

- A. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- B. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels.
- C. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement or, the grievant and Management may waive one level of review from this grievance procedure.
- D. Management shall notify Local 777 of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the Union Staff Representative elects to attend said grievance meeting, he/she shall inform the Employer of his/her intention. The Union will be notified of the resolution of all other formal grievances.
- E. Procedure For Grievances Affecting a Group of Employees

The Union may elect to file a grievance on behalf of two or more employees. The fact and issues of the grievance must be the same.

The Union shall file the grievance in writing with the Employer within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue with the Employer.

## Section III – Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall as follows:

### Step 1 – Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within fifteen (15) calendar days following the day during

which the event upon which the grievance is based occurred, or when the employee could have reasonably known about the event occurring.

The immediate supervisor shall respond within (5) calendar day following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

#### Step 2 – First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Employer upon the Employer designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to the next step.

#### Step 3 – Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision of statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to an advisory hearing.

#### Step 4 – Advisory Hearing

If written decision at Step 3 does not settle the grievance, the grievant and LIUNA jointly may serve upon the Employer written request for an Advisory Hearing. The request for an Advisory Hearing must be filed within ten (10) calendar days following receipt of the date of service of the written decision of the Employer. Failure of the grievant and/or Local 777 to timely file such request, shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an advisory hearing officer from a list of seven mutually-selected hearing officers chosen from a list provided by the State Mediation and Conciliation Service.

- A. The hearing of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or by the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the hearing officer shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees or witnesses, transcripts, and similar costs incurred by the parties during such Advisory hearing, will be the responsibility of the individual party incurring same.
- B. The advisory decision of a hearing officer resulting from the hearing of any grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of the Memorandum of Understanding, and shall be binding upon the parties.
- C. The advisory decision of the hearing officer shall be presented by the hearing officer, to the Executive Director, who shall render a final decision based upon a review of the record. The final decision shall be rendered not later than thirty (30) calendar days after the Executive Director receives the complete record.

## **ARTICLE 21            DISCIPLINE**

ADMINISTRATIVE AND PERSONNEL POLICY 132 REMOVAL OF PERSONNEL provides in pertinent part that all officers and regular employees serve at the pleasure of the Executive Director and therefore may be removed, suspended or demoted at any time without stated cause. No provision of this Article 21 or other MOU provision shall abrogate these stated requirements of ADMINISTRATIVE AND PERSONNEL POLICY 132 REMOVAL OF PERSONNEL.

Each bargaining unit employee will be afforded a pre-disciplinary meeting prior to the imposition of discipline. In addition to being afforded a pre-disciplinary meeting prior to the imposition of discipline (see below), unit members shall be afforded the following post-pre-disciplinary process as specified herein. The parties agree, and acknowledge that provision of the following post-pre-disciplinary process shall not abrogate the stated requirements of ADMINISTRATIVE AND PERSONNEL POLICY 132 REMOVAL OF PERSONNEL, that Commission employees serve at the pleasure of the Executive Director and therefore shall be removed, suspended or demoted at any time without stated cause. The rules that shall govern the post-pre-disciplinary process are:

1. The procedure shall only apply to employee dismissals.
2. The procedure shall not apply to decisions to not renew AGREEMENTS FOR CONTRACT EMPLOYMENT.
3. The appeal shall be provided only upon LIUNA written demand to the Human Resources Manager. The written demand shall be received by the Human Resources Manager within five (5) calendar days of service of the notification of a dismissal determination by the "name clearing" hearing officer.

4. Regardless of a timely demand to convene the advisory appeal process, the dismissed employee shall be removed from payroll and compensation at the time the notice of dismissal is issued.
5. Upon receipt of a timely request to convene an appeal, the Human Resources Manager shall contact the State Mediation and Conciliation Service and request transmission to the Union and to the CDC of a nine (9) person strike list.
6. Within five (5) calendar days of receipt of the strike list, the parties shall communicate and alternately strike names until one name remains. Determination of which party shall initially strike shall be made by a coin toss. The CDC shall promptly advise the selected advisory hearing officer of his/her appointment.
7. Any and all hearing officer and State Mediation and fees shall be equally divided between LIUNA and the CDC. Each party shall be 100% responsible for fees/costs incurred by or for its designated representative(s) and for any other fee/cost incurred as a result of the presentation of its case.
8. The advisory appeal shall be strictly governed by the following rules and the hearing officer shall strictly comply with the following rules:
  - a) Since the dismissed employee served at the will of the CDC, the employee shall proceed initially with his/her case challenging the dismissal. The employee may produce evidence or choose to make a presentation. The CDC shall produce the disciplinary documents and proceed with the production of its evidence and time permitting (see below), rebuttal shall be presented by each party.
  - b) A total of two (2) hours shall be afforded to each party to make opening statements, to offer evidence and rebuttal and to make closing arguments. Time spent making objections shall be included within the two (2) hours time limitation.
  - c) Other than evidentiary privileges, the rules of evidence shall not be applicable to the hearing with the exceptions that proffered evidence shall be relevant and hearsay not subject to an evidentiary exception shall not in itself support an advisory determination.
  - d) Within ten (10) calendar days of closure of the hearing, the advisory appeal officer shall render and deliver an advisory written determination to the Union and to the Human Resources Manager. The Human Resources Manager shall promptly transmit the advisory determination to the CDC Executive Director.
  - e) Since the advisory appeal does not regard the taking of a property interest from a former employee (the former employee served at the will of the CDC), there shall be no record made of the hearing. However, either party may elect to audio record the proceedings at its own expense. Any such recording shall not be a "record", official or otherwise.

The Executive Director shall render a final and binding written determination, either sustaining, rejecting or modifying the advisory determination. There shall be no further administrative or civil review of the Executive Director's determination. The Executive Director's determination



shall be in written form. If the Executive Director orders the re-instatement of the dismissed employee, he shall also order any other remedy he deems appropriate, including backpay. (February 6, 2012)

### **NOTICE OF DISCIPLINARY ACTION**

- A. For unit members, written notice of intent to take disciplinary action, except for written reprimands, shall be served on the affected employee, except as previously provided, at least five (5) working days prior to the effective date of the action and shall include:
  - 1. A description of the action(s) to be taken and the expected effective date(s);
  - 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
  - 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  - 4. A statement informing the employee of the right to respond either verbally or in writing, to Executive Director or designee prior to the effective date of the disciplinary action(s).
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on/or before the effective date of the action and shall include:
  - 1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent.
  - 2. The disciplinary decision of the Executive Director shall be final without right of administrative appeal.

### **ARTICLE 22                      ADMINISTRATIVE AND PERSONNEL POLICY REVISIONS**

**The 2011 MOU reflects changes having been agreed to by the parties as regards ADMINISTRATIVE AND PERSONNEL POLICIES 119 (Standby and Call Back Status), 128 (Holidays), 202.1 (Optional Benefits Plan), 202.2 (Flexible Benefits Plan), 216 Retiree Medical) 216.1 (Retiree Dental), 216.2 (Retiree Vision), 216.3 (Computation of “Years of Service”), 301.1 (Flexible Benefits Plan), and 411 (Military Spouse Leave.) Said provisions shall be incorporated into the ADMINISTRATIVE AND PERSONNEL POLICIES document and shall be addressed herein. (October 3, 2011)**

**Additional Commission-proposed Policy changes are:**

**202.1 Optional Benefits Plan (Flex 1)**

Effective the later of January 1, 2012 or upon approval by the Board of this 2012- 2013 MOU, the Commission's monthly contribution for the Optional Benefits Plan for non-contract (regular employees), will be a maximum of \$805.00 per month for employee and dependent for group health, dental and vision insurance coverage. If the \$805.00 amount is modified by the Commission to be effective during the 2013 calendar year, said modification shall become effective without a reconvening of the meet and confer process, in the amount, and on the date, specified by the Commission. (11/17/11)

**202.2 Flexible Benefits Plan (Flex 5)**

Effective the later of January 1, 2012 or upon approval by the Board of this 2012- 2013 MOU, the Commission's monthly contribution for the Flexible Benefits Plan for non-contract (regular employees), will be the greater of \$1,063.00 or the following percentage of an employee's monthly salary based on years of service as of the employee's anniversary date (all years "of service" are "full years" of service, not the commencement of the designated year of service.) If the \$1,063.00 amount is modified by the Commission to be effective during the 2013 calendar year, said modification shall become effective without a reconvening of the meet and confer process, in the amount, and on the date, specified by the Commission. (11/17/11)

This unit also includes what are designated as "contract employees." Although the CDC ADMINISTRATIVE AND PERSONNEL POLICIES do not impact contract employees except as may be specifically provided for in those written policies, and in particular, do not reference flex benefits for contract employees, it is the CDC practice to provide \$653 monthly to contract employees as and for flex benefit use. Therefore, the above \$60 monthly flex benefit contribution increase shall be applied to contract employees, resulting in a \$713 monthly benefit pursuant to the time table described above.

If not later than February 15, 2012, the parties have entered into a signed, tentatively agreed upon MOU (which is subject to BOARD approval), the flexible benefit contribution increases described above shall be made effective January 1, 2012 and flexible benefit increases, if any, provided to unrepresented employees during the term of this MOU, shall also be provided to unit members effective the same date as the increase would apply to unrepresented employees. (February 6, 2012)

To the extent that any provision of this MOU is inconsistent with a provision of the Commission's Administrative and Personnel Policies or other governing rules and regulations, the provisions of this MOU shall prevail.

## **ARTICLE 23            TOOLS**

The Commission shall provide to all maintenance workers presently employed and employed in the future, the following tools. The tools shall be provided at Commission expense. **(October 3, 2011)**

- Hammer with claw
- Phillips or standard screwdrivers
- Standard pliers
- Water pump pliers or channel lock
- Crescent wrench, 6" or 12"
- Hex wrench set
- Three (3) prong electrical tester
- Pipe wrench
- Utility bar
- Wire cutters or dykes
- Tool box or tool tray
- Wood chisel or metal
- Utility knife
- Assorted nut drivers
- Hack saw
- Drywall saw

An employee shall be permitted to substitute an employee-owned/supplied substitute for any of the above described tools, only upon receiving prior written authorization to do so from a supervisor.

The procedures governing use, reporting of lost or damage tools and the policy for replacement of employee-damaged Commission owned property, shall be governed by applicable provisions in the Commission's Maintenance Policy and Procedure Manual, the Commission Administrative and Personnel Policies and any other applicable Commission rule and regulation.

## **ARTICLE 24            PROTECTIVE APPAREL AND EQUIPMENT**

**ADMINISTRATIVE POLICIES AND PROCEDURES** Sections 2.2.2(B)(1) shall be amended as follows:

### **B.        Commission Reimbursement/Commitment**

1. Employees will be reimbursed 100% of the total cost of the PPE when the equipment meets Cal/OSHA standards and is approved by the immediate supervisor and/or an authorized Safety Committee member.
2. All unit members shall be eligible for a reimbursement of the cost of purchasing protective footwear in an amount not to exceed one hundred dollars (\$100) per year. Said reimbursements shall be made on July 1, 2012 and July 1, 2013. (February 8, 2012)

## ARTICLE 25 PAYROLL DEDUCTIONS

Subject to the impact of any recognized qualifying event, and concurrent with each annual open enrollment period by which unit members designate the making of, employee benefit-related payroll deductions, each affected employee may at his/her option, submit the necessary payroll deduction election form by which to authorize the CDC to implement not more than three (3) additional post-tax payroll deductions which would require the transfer of monies to LIUNA-sponsored insurance programs. The election form shall designate to which LIUNA-sponsored entity the payroll deduction(s) shall be transferred. In any instance where a particular employee's earnings are insufficient to fund the LIUNA-sponsored insurance program deduction(s), the making of said deduction(s) shall be secondary to the making of other designated payroll deduction(s). (12/13/11)

### IT IS AGREED:

FOR THE LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA, LOCAL  
777:

FOR THE COMMUNITY DEVELOPMENT  
COMMISSION:

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**APPENDIX**

List of Classifications Represented in the Maintenance Bargaining Unit

Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III  
Maintenance Worker IV

LA CDC - NINTH 2012 MEET AND CONFER  
PROPOSAL FOR SUCCESSOR TO 2011  
FEBRUARY 8, 2012

This February 8, 2012 document is the product of informal communications between representatives of LIUNA and the CDC. It is agreed and acknowledged by the parties that if the February 8, 2012 provisions in this document do not result in the LIUNA tentatively agreeing to the entire document, then the February 8, 2012 additions shall be deemed null and void and shall not be considered to have been actual meet and confer proposals in any administrative or civil forum or context.

MEMORANDUM OF UNDERSTANDING FOR THE PROGRAM SPECIALISTS UNIT.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011

BY AND BETWEEN

THE COMMUNITY DEVELOPMENT COMMISSION (hereinafter "Management,"  
"Employer," or "Commission")

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 777,  
(hereinafter "Local 777" or "Union")

**ALL PRIOR LIUNA PROPOSALS NOT ADDRESSED HEREIN, ARE REJECTED**

## **ARTICLE 1                    RECOGNITION**

The Laborers' International Union Local 777 was certified on April 14, 2009, by the State Mediation and Conciliation Service of the Department of Industrial Relations, State of California, as the majority representative of the Employer's employees in the Program Specialists Bargaining Unit (hereinafter referred to as "Unit"). LIUNA Local 777 (hereinafter referred to as "LIUNA") is the exclusive representative of the employees in the Unit.

The term "employee" or "employees" as used herein shall refer only to employees in the classifications listed in the Appendix herein as well as such classes as may be added hereafter to the Unit.

## **ARTICLE 2                    TERM**

The term of the Memorandum of Understanding shall be for a term of twenty four (24) months commencing on JANUARY 1, 2012 and terminating on December 31, 2013.

Unless otherwise specified herein, all proposed changes shall be effective on either January 1, 2012 or on and after Board of Commissioners approval of the MOU, or a completion of the impasse process by the Board of Commissioners, whichever date or event occurs last.

Notwithstanding the above, the provisions of the Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is implemented or impasse proceedings are completed.

## **ARTICLE 3                    CALENDAR      FOR      SUCCESSOR      MEMORANDUM      OF UNDERSTANDING**

In the event that LIUNA or Management desires a successor Memorandum of Understanding said party shall serve upon the other, not later than July 1, 2013, notice to request negotiations. Meet and confer sessions shall begin no later than thirty (30) calendar days following the submission of such notice.

## **ARTICLE 4                    PROVISIONS OF LAW AND SEPARABILITY**

It is mutually understood that this Memorandum of Understanding is subject to all applicable Federal, State or Local laws. If any Article, part, or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law, or regulations, and the remainder of this Memorandum of Understanding shall not be affected.



## **ARTICLE 5                   NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, color, sex, age, sexual orientation, disability, marital status, LIUNA activity, national origin, creed, or ancestry.

In accordance with said policies, Management agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR) and Local 777 agrees not to discriminate against an employee because of the exercise of his/her rights granted pursuant to the Meyers-Milias-Brown Act or the Employer's Employee Relations Resolution (ERR).

## **ARTICLE 6                   FULL UNDERSTANDING**

- A.     This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
  
- B.     Except as specifically provided for herein, the parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter specifically referenced herein. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying, or amending a specific provision(s) of this MOU.
  
- C.     During the term of this MOU, either party may propose convening of informal (not governed by the Government Code Section 3500 et. Seq.) meetings, the subject of which shall be modification to Administrative and Personnel Policy Sections 301.1 and 301.2, only regarding accrual and use of vacation leave. If such proposal to meet is made, the parties shall convene the informal meeting process within a reasonable period of time and continue to reasonably meet subject to either party having authority to unilaterally terminate the meeting process. The goal of the informal meeting process shall be to formulate modified leave policies for consideration by the CDC.
  
- D.     REOPENER

This Memorandum of Understanding shall be subject to a reopener at direction of the Commission, upon adoption by the Commission of a Resolution evidencing a finding by the Commission that any or all of the following events have occurred during the term of this MOU:

- a.     Ten percent (10%) or greater reduction in any one or more operating fund revenues during the period January 1 through June 30 compared to the immediately preceding same period of time; and/or the period July 1 through

December 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time.

- b. A determination by the Commission to implement this Section a. shall not be subject to administrative or judicial challenge.

Upon the Commission invocation of this Article, any increases in compensation initially provided for in this 2012-2013 MOU shall immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process. Implementation of the cessation and reversion of compensation increases provided for in this 2012 – 2013 MOU, shall not occur unless and until the CDC implements the same reversion to the status quo as regards unrepresented employees. (February 8, 2012)

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this multi-year MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener. (October 3, 2011)

## **ARTICLE 7 NO STRIKE – NO LOCKOUT**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of this mutual pledge of accord, the Employer agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that during the term of this MOU, and during the process by which a successor MOU is renegotiated, or during use of impasse procedures there shall be no strike or “job action,” including but not limited to “sick outs,” “slowdowns,” “speedups” or other action resulting or intended to result, in the modified provision of services by the members.

## **ARTICLE 8 UNION SECURITY**

### **A. UNIT MEMBERSHIP LIST**

Within thirty (30) days from the effective date of this Memorandum of Understanding, and each thirty (30) days thereafter, Management will provide LIUNA with an alphabetized list of employee’s name, employee’s number, class code and title, location by department and division where such information is available, confidential status and membership status. In addition, each thirty (30) days Management agrees to provide a “Unit Membership List” and a “Membership List” of all employees in the Unit, which include the same information set forth above in addition to home addresses.

### **B. UNION MEMBER DEDUCTION AND DUES**

Upon receipt of an executed voluntary written authorization, the CDC shall deduct and remit the LIUNA Local 777 bi-weekly dues. The form for this purpose shall be provided by the CDC. Dues withheld by the CDC shall be transmitted to the LIUNA Local 777 office designated in writing by LIUNA Local 777 as the person authorized to receive

such funds, at the address specified. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made.

## **ARTICLE 9                      COMMISSION RIGHTS**

### **Section I**

The Commission reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the Commission, as such rights existed prior to, during and after the execution of this Memorandum of Understanding. The sole and exclusive rights of management, not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following rights:

- A. To manage the Commission generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the Commission and expand or diminish services.
- C. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- D. Methods of financing.
- E. Types of equipment or technology to be used.
- F. To determine and/or change the facilities, methods, technology, means and size of the work force by which the Commission operations are to be conducted.
- G. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all Commission functions including, but not limited to, the right to contract for or subcontract any work or operation.
- H. To assign work to and schedule employees in accordance with requirements as determined by the Commission, and to establish and change work schedules and assignments.
- I. To relieve employees from duties for lack of work, by means of layoff, or other process.
- J. To establish and modify productivity and performance programs and standards.
- K. To discharge, suspend, demote or otherwise discipline employees in accordance with the provisions and procedures set forth in Commission policies and procedures.
- L. To determine job classifications.

- M. To hire, transfer, promote, demote, suspend or discharge employees in accordance with this Memorandum of Understanding, or Commission policies and procedures.
- N. To determine policies, procedures and standards for selection, training and promotion of employees.
- O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.
- P. To maintain order and efficiency in its facilities and operations.
- Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the Commission which are not in contravention with this Memorandum of Understanding.
- R. To take any and all necessary action to carry out the mission of the Commission in emergencies.

## Section II

Except in emergencies or where the Commission is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Commission rights shall significantly impact the wages, hours and other terms and conditions of employment of the bargaining unit, the Commission agrees to meet and confer in good faith with representatives of the LIUNA regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is allowed for elsewhere in this Memorandum of Understanding or in the Commission policies and procedures.

### **ARTICLE 10            EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the Commission, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the rules and regulations of the Commission, which unreasonably prevent the Commission from responding to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the LIUNA shall have the right to meet and confer with the Commission regarding a significant impact, if any, on employees of the suspension of these provisions in the Memorandum of Understanding and in any rules and regulations.

### **ARTICLE 11            BULLETIN BOARDS**

Management will provide bulletin boards or space at locations reasonably accessible to Local 777 members, which may be used by the union for the following purposes:

- A. Notices of LIUNA meetings.

- B. Notices of LIUNA elections and their results.
- C. Notices of LIUNA recreational and social events.
- D. Notices of LIUNA official business.
- E. Any other written material which has received the prior approval of the Department Management Representative.

## **ARTICLE 12           WORK ACCESS**

A LIUNA Staff Representative(s) shall have access to the worksites represented herein during working hours for the purpose of assisting employees covered in the adjusting of grievances when such assistance is requested by the grievant(s). Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau. In the event immediate access cannot be authorized, the designated representative shall inform LIUNA staff representative as to the time when access can be granted.

LIUNA shall provide the Employer a written list of its Staff Representatives.

## **ARTICLE 13           USE OF THE EMPLOYER'S FACILITIES**

LIUNA may use the Employer's facilities, with prior approval, for the purpose of holding meetings if the use of the facility will not interfere with normal departmental operations. Participating employees will attend said meetings on their own time.

It is understood that LIUNA will pay the cost if the use of a facility requires a fee for rental, or such services as special setups, security, or cleanup.

## **ARTICLE 14           RELEASE TIME FOR TRAINING**

LIUNA may submit a request in writing to the Employer to release on unpaid leave an employee or employees it has designated as a Steward to attend Union-sponsored training and development. When such leave is approved by the Employer the designated employee(s) shall be released without pay. Employees approved for leave under this Article shall be granted unpaid time off, not to exceed one day per year, over the term of this MOU.

The Union shall submit its written request to the Employer for employee leave under this Article not less than 30 calendar days in advance of the scheduled training. Management shall notify the Union of its decision within 14 calendar days, or as soon as practical.

Upon receipt of a request for Union-sponsored educational development, Management will make a good faith effort to accommodate such request.

## **ARTICLE 15           PERSONNEL FOLDERS**

A represented employee shall be entitled to review the contents of his/her personnel folders(s) at reasonable intervals, upon request, with supervisor approval, and upon having first made an

appointment to do so with the designated custodian of records, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the Employer and shall be during non-paid leave from the employee's assignment. Employer shall reasonably accommodate employee requests to review a personnel folder(s) during the employee's meal or rest break.

No evaluation or disciplinary document shall be placed in an employee's official personnel file(s) without providing said employee with a copy. Within thirty (30) calendar days of receipt of the evaluation or disciplinary document, the employee may lodge with the Human Resources Manager, a written rebuttal. A timely written rebuttal shall be attached to the evaluation or disciplinary document. The employer shall not be precluded from issuing a reply to a timely rebuttal. Any such reply shall be served upon the employee prior to being affixed to the above documents, and not later than 30 calendar days after receipt of the employee rebuttal.

## **ARTICLE 16 SAFETY**

### **Section I**

All required safety clothing and devices shall be provided by management and shall be used to the fullest extent possible.

### **Section II**

Management will make every reasonable effort to provide safe working conditions. The Union will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor.

## **ARTICLE 17 NOTICE OF CHANGES IN WAGES, HOURS OR WORKING CONDITIONS**

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify LIUNA indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where Local 777 requests to negotiate with Management, the parties shall expeditiously undertake meet and confer regarding the effect the change would have on the employees in the unit.

As regards changes to specific terms of this MOU only, waiver or modification of any of the terms or provisions specifically contained herein shall not be binding upon the parties hereto

unless made and executed in writing by all parties hereto and, if required, approved and implemented by the CDC and Board of Commissioners.

## **ARTICLE 18           WORK SCHEDULES**

All work schedules, including number of hours to be worked during a payroll period or FLSA “work period,” shall be subject to modification (decrease in compensated hours of work,) by layoff.

## **ARTICLE 19           REST PERIOD**

Subject to the responsible supervisor authorizing the actual use of rest period time based upon the needs of the Commission, each employee shall be granted a maximum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee’s working day nor shall such rest period be combined and therefore exceed fifteen (15) minutes, without the express consent of the designated supervisor.

## **ARTICLE 20           GRIEVANCES AND UNION RIGHTS**

### **A.       UNION STEWARDS**

Local 777 may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the Employer with a written list of employees who have been so designated. A grievance representative if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Union, and, is employed within a reasonable distance from the work location of the grievant.

### **B.       GRIEVANCE PROCEDURE**

#### Section I – Definitions

##### Grievance

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or of written departmental rules, and regulations, and written, personnel practices or written working conditions applicable to employees covered by this Memorandum of Understanding. Neither the grievance procedure or any other Commission Rule or procedure allows for administrative challenge to performance evaluation reports or determinations regarding merit compensation modifications.

Section II – Responsibilities and Rights

- A. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- B. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, and in all formal review levels.
- C. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement or, the grievant and Management may waive one level of review from this grievance procedure.
- D. Management shall notify Local 777 of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the Union Staff Representative elects to attend said grievance meeting, he/she shall inform the Employer of his/her intention. The Union will be notified of the resolution of all other formal grievances.
- E. Procedure For Grievances Affecting a Group of Employees

The Union may elect to file a grievance on behalf of two or more employees. The fact and issues of the grievance must be the same.

The Union shall file the grievance in writing with the Employer within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue with the Employer.

Section III – Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall as follows:

Step 1 – Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within fifteen (15) calendar days following the day during



which the event upon which the grievance is based occurred, or when the employee could have reasonably known about the event occurring.

The immediate supervisor shall respond within (5) calendar day following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

#### Step 2 – First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Employer upon the Employer designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to the next step.

#### Step 3 – Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision of statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance to an advisory hearing.

#### Step 4 – Advisory Hearing

If written decision at Step 3 does not settle the grievance, the grievant and LIUNA jointly may serve upon the Employer written request for an Advisory Hearing. The request for an Advisory Hearing must be filed within ten (10) calendar days following receipt of the date of service of the written decision of the Employer. Failure of the grievant and/or Local 777 to timely file such request, shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an advisory hearing officer from a list of seven mutually-selected hearing officers chosen from a list provided by the State Mediation and Conciliation Service.

- A. The hearing of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted o by the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the hearing officer shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees or witnesses, transcripts, and similar costs incurred by the parties during such Advisory hearing, will be the responsibility of the individual party incurring same.
- B. The advisory decision of a hearing officer resulting from the hearing of any grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of the Memorandum of Understanding, and shall be binding upon the parties.
- C. The advisory decision of the hearing officer shall be presented by the hearing officer, to the Executive Director, who shall render a final decision based upon a review of the record. The final decision shall be rendered not later than thirty (30) calendar days after the Executive Director receives the complete record.

## **ARTICLE 21 DISCIPLINE**

ADMINISTRATIVE AND PERSONNEL POLICY 132 REMOVAL OF PERSONNEL provides in pertinent part that all officers and regular employees serve at the pleasure of the Executive Director and therefore may be removed, suspended or demoted at any time without stated cause. No provision of this Article 21 or other MOU provision shall abrogate these stated requirements of ADMINISTRATIVE AND PERSONNEL POLICY 132 REMOVAL OF PERSONNEL.

Each bargaining unit employee will be afforded a pre-disciplinary meeting prior to the imposition of discipline.

In addition to being afforded a pre-disciplinary meeting prior to the imposition of discipline (see below), unit members shall be afforded the following post-pre-disciplinary process as specified herein. The parties agree, and acknowledge that provision of the following post-pre-disciplinary process shall not abrogate the stated requirements of ADMINISTRATIVE AND PERSONNEL POLICY 132 REMOVAL OF PERSONNEL, that Commission employees serve at the pleasure of the Executive Director and therefore shall be removed, suspended or demoted at any time without stated cause. The rules that shall govern the post-pre-disciplinary process are:

1. The procedure shall only apply to employee dismissals.
2. The procedure shall not apply to decisions to not renew AGREEMENTS FOR CONTRACT EMPLOYMENT.
3. The appeal shall be provided only upon LIUNA written demand to the Human Resources Manager. The written demand shall be received by the Human Resources Manager within five (5) calendar days of service of the notification of a dismissal determination by the "name clearing" hearing officer.

4. Regardless of a timely demand to convene the advisory appeal process, the dismissed employee shall be removed from payroll and compensation at the time the notice of dismissal is issued.
5. Upon receipt of a timely request to convene and appeal, the Human Resources Manager shall contact the State Mediation and Conciliation Service and request transmission to the Union and to the CDC of a nine (9) person strike list.
6. Within five (5) calendar days of receipt of the strike list, the parties shall communicate and alternately strike names until one name remains. Determination of which party shall initially strike shall be made by a coin toss. The CDC shall promptly advise the selected advisory hearing officer of his/her appointment.
7. Any and all hearing officer and State Mediation and fees shall be equally divided between LIUNA and the CDC. Each party shall be 100% responsible for fees/costs incurred by or for its designated representative(s) and for any other fee/cost incurred as a result of the presentation of its case.
8. The advisory appeal shall be strictly governed by the following rules and the hearing officer shall strictly comply with the following rules:
  - a) Since the dismissed employee served at the will of the CDC, the employee shall proceed initially with his/her case in challenging the dismissal. The employee may produce evidence or choose to make a presentation. The CDC shall produce the disciplinary documents and proceed with the production of its evidence and time permitting (see below), rebuttal shall be presented by of each party.
  - b) A total of two (2) hours shall be afforded to each party to make opening statements, to offer evidence and rebuttal and to make closing arguments. Time spent making objections shall be included within the two (2) hours time limitation.
  - c) Other than evidentiary privileges, the rules of evidence shall not be applicable to the hearing with the exceptions that proffered evidence shall be relevant and hearsay not subject to an evidentiary exception shall not in itself support an advisory determination.
  - d) Within ten (10) calendar days of closure of the hearing, the advisory appeal officer shall render and deliver an advisory written determination to the Union and to the Human Resources Manager. The Human Resources Manager shall promptly transmit the advisory determination to the CDC Executive Director.
  - e) Since the advisory appeal does not regard the taking of a property interest from a former employee (the former employee served at the will of the CDC), there shall be no record made of the hearing. However, either party may elect to audio record the proceedings at its own expense.

Any such recording shall not be a “record”, official or otherwise.

The Executive Director shall render a final and binding written determination, either sustaining, rejecting or modifying the advisory determination. There shall be no further administrative or civil review of the Executive Director’s determination. The Executive Director’s determination shall be in written form. If the Executive Director orders the re-instatement of the dismissed employee, he shall also order any other remedy he deems appropriate, including backpay.

**NOTICE OF DISCIPLINARY ACTION**

- A. For unit members, written notice of intent to take disciplinary action, except for written reprimands, shall be served on the affected employee, except as previously provided, at least five (5) working days prior to the effective date of the action and shall include:
  - 1. A description of the action(s) to be taken and the expected effective date(s);
  - 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
  - 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
  - 4. A statement informing the employee of the right to respond either verbally or in writing, to Executive Director or designee prior to the effective date of the disciplinary action(s).
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on/or before the effective date of the action and shall include:
  - 1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent.
  - 2. The disciplinary decision of the Executive Director shall be final without right of administrative appeal.

## ARTICLE 22

## ADMINISTRATIVE AND PERSONNEL POLICY REVISIONS

The 2011 MOU reflects changes having been agreed to by the parties as regards ADMINISTRATIVE AND PERSONNEL POLICIES 119 (Standby and Call Back Status), 128 (Holidays), 202.1 (Optional Benefits Plan), 202.2 (Flexible Benefits Plan), 216 Retiree Medical) 216.1 (Retiree Dental), 216.2 (Retiree Vision), 216.3 (Computation of “Years of Service”), 301.1 (Flexible Benefits Plan), and 411 (Military Spouse Leave.) Said provisions shall be incorporated into the ADMINISTRATIVE AND PERSONNEL POLICIES document and shall be addressed herein. (October 3, 2011)

Additional Commission-proposed Policy changes are:

To the extent that any provision of this MOU is inconsistent with a provision of the Commission’s Administrative and Personnel Policies or other governing rules and regulations, the provisions of this MOU shall prevail.

#### 202.1 Optional Benefits Plan (Flex 1)

Effective the later of January 1, 2012 or upon approval by the Board of this 2012- 2013 MOU, the Commission’s monthly contribution for the Optional Benefits Plan for non-contract (regular employees), will be a maximum of \$805.00 per month for employee and dependent for group health, dental and vision insurance coverage. If the \$805.00 amount is modified by the Commission to be effective during the 2013 calendar year, said modification shall become effective without a reconvening of the meet and confer process, in the amount, and on the date, specified by the Commission. (11/17/11)

#### 202.2 Flexible Benefits Plan (Flex 5)

Effective the later of January 1, 2012 or upon approval by the Board of this 2012- 2013 MOU, the Commission’s monthly contribution for the Flexible Benefits Plan for non-contract (regular employees), will be the greater of \$1,063.00 or the following percentage of an employee’s monthly salary based on years of service as of the employee’s anniversary date (all years “of service” are “full years” of service, not the commencement of the designated year of service.) If the \$1,063.00 amount is modified by the Commission to be effective during the 2013 calendar year, said modification shall become effective without a reconvening of the meet and confer process, in the amount, and on the date, specified by the Commission. (11/17/11)

This unit also includes what are designated as “contract employees.” Although the CDC ADMINISTRATIVE AND PERSONNEL POLICIES do not impact contract employees except as may be specifically provided for in those written policies, and in particular, do not reference flex benefits for contract employees, it is the CDC practice to provide \$653 monthly to contract employees as and for flex benefit use. Therefore, the above \$60 monthly flex benefit contribution increase shall be applied to contract employees, resulting in a \$713 monthly benefit pursuant to the time table described above.

If not later than February 15, 2012, the parties have entered into a signed, tentatively agreed upon MOU (which is subject to BOARD approval), the flexible benefit contribution increases described above shall be made effective January 1, 2012 and flexible benefit increases, if any, provided to unrepresented employees during the term of this MOU, shall also be provided to unit members effective the same date as the increase would apply to unrepresented employees.

## ARTICLE 24 PAYROLL DEDUCTIONS

Subject to the impact of any recognized qualifying event, and concurrent with each annual open enrollment period by which unit members designate the making of, employee benefit-related payroll deductions, each affected employee may at his/her option, submit the necessary payroll deduction election form by which to authorize the CDC to implement not more than three (3) additional post-tax payroll deductions which would require the transfer of monies to LIUNA-sponsored insurance programs. The election form shall designate to which LIUNA-sponsored entity the payroll deduction(s) shall be transferred. In any instance where a particular employee's earnings are insufficient to fund the LIUNA-sponsored insurance program deduction(s), the making of said deduction(s) shall be secondary to the making of other designated payroll deduction(s).

### IT IS AGREED:

FOR THE LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA, LOCAL  
777:

FOR THE COMMUNITY DEVELOPMENT  
COMMISSION:

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Dated: \_\_\_\_\_

**APPENDIX**

List of Classifications Represented in the Maintenance Bargaining Unit

Program Specialist I  
Program Specialist II  
Program Specialist II  
-



**COMMUNITY DEVELOPMENT COMMISSION  
OF THE  
COUNTY OF LOS ANGELES  
ADMINISTRATIVE AND PERSONNEL POLICIES**

**Revised February 2012**

**These policies are applicable to regular employees**

**Detailed provisions of a number of these policies are supplied in the Commission's Administrative Policies and Procedures, which are applicable to all Commission employees. All employees should be thoroughly familiar with these documents.**

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## **100 DEFINITIONS AND GENERAL PROVISIONS**

### **101 Commission**

“Commission” means the Community Development Commission of the County of Los Angeles.

### **102 Board**

“Board” means the Board of Commissioners of the Community Development Commission of the County of Los Angeles.

### **103 Executive Director**

“Executive Director” is the Commission’s Executive Director who is the Commission’s Chief Executive Officer.

### **104 Appointments**

#### **104.1 Officers**

The Commission “Officers” are persons appointed to the position of Executive Director, Assistant Executive Director, Director or Manager.

#### **104.2 Temporary Appointments**

“Temporary Appointment” means employment of a person to be paid on an hourly basis. Appointments are limited to six months duration unless extended by the Executive Director.

#### **104.3 Contract Appointments**

“Contract Appointment” means employment of a person to be paid on an hourly or salary basis. Employment is based on the terms and conditions set forth in the Agreement for Contract Employment. Duration of the employment contract/agreement may not exceed 12 months, but may be renewed at the discretion of the Executive Director.

#### **104.4 Regular Appointments**

“Regular Appointment” is employment other than as an Officer, or as a contract appointment, or a temporary appointment.

104.5 Acting Appointments

“Acting Appointment” is the temporary assignment of a contract employee to a different contract position, the temporary assignment of a regular employee to a different regular position, the temporary assignment of an Officer to a different Officer position, or the temporary assignment of a regular employee to an Officer position. An acting appointment may be made for a period not to exceed six months. During the acting appointment, adjustments may be made to the acting appointee’s pay or benefits.

104.6 Conditions of Appointment

Except as may be prescribed by statute or as may be provided by the Commission, the Executive Director serves at the pleasure of the Commission. All other Officers, all temporary, regular and contract employees, and all acting appointees serve at the pleasure of the Executive Director.

104.7 Independent Contractor Consultant

An “Independent Contractor Consultant” is a person who is employed by a sole proprietorship, employed by a separate public agency, or employed by a private employer, but who performs services for the Commission pursuant to a contract. An Independent Contractor Consultant may serve the Commission in any capacity, including as an Officer, but shall only be entitled to the benefits and privileges expressly specified in the respective contract.

105 Administrative Authority

The Executive Director is authorized to make any personnel appointment and take any action necessary to manage the Commission consistent with budgetary authorization and approved policies.

106 Equal Employment

The Commission is committed to equal employment opportunity without regard to race, national origin, color, ancestry, religion, sex, gender identity, marital status, political affiliation, disability, age, or sexual orientation.

107 Political Activity

No Officer or employee shall engage in political activities during work hours nor represent his/her position as an Officer or employee while engaging in partisan political activities during non-work hours.

108 Conflict of Interest

A “conflict of interest” is when an employee is involved in activity, which, for any reason is in conflict with the Commission’s best interests. Officers and employees of the Commission shall maintain the highest standards of conduct and integrity and shall have no outside interests, which may be incompatible or involve a conflict of interest with their duties, functions, and responsibilities as Commission Officers or employees.

Officers and employees of the Commission shall immediately disclose in writing, to the Executive Director, the existence of any relationship by family, marriage or domestic partnership between them and a Public Housing resident, Section 8 Voucher holder and/or anyone who is an applicant for or participant in any other Commission or Housing Authority Program.

Officers and employees of the Commission shall be prohibited, unless authorized by the Executive Director in writing, from having any involvement with the file of or otherwise taking action regarding a matter relating to a Public Housing resident, Section 8 Voucher holder, or anyone who is an applicant for or participant in any other Commission or Housing Authority Program with whom they have a relationship by family, marriage or domestic partnership.

Officers and employees of the Commission shall immediately disclose in writing, to the Executive Director, if they are or become a conservator, personal representative, guardian, caregiver or agent for a Public Housing resident, Section 8 Voucher holder and/or anyone, who is an applicant for or participant in any other Commission or Housing Authority Program.

Officers and employees of the Commission shall be prohibited, unless authorized by the Executive Director in writing, from serving as a conservator, personal representative, guardian, caregiver or agent for a Public Housing resident, Section 8 Voucher holder and or any other person who is an applicant for or participant in any other Commission or Housing Authority Program unless such person is related by family, marriage or domestic partnership.

Officers and employees shall not accept, directly or indirectly, payments, loans, commissions, services, promises of future

benefits, gifts, gratuities, merchandise or other items of value, from any organization or individual doing business with the Commission, except for meals and social invitations of nominal value, which are in keeping with good business ethics and do not obligate the recipient. All Officers and employees should not become involved in a conflict of interest situation which is real or apparent which may involve favoritism, collusion or other fraudulent practice.

No Officer or employee at any level of the Commission may serve as a director, officer, partner, employee, consultant, agent or representative, or have a financial interest in any organization which does business with or is affiliated with the Commission, unless on the basis of full disclosure and such association has the specific written approval of the Executive Director. In addition, Officers and employees are required to abide by applicable federal, state and local statutes, regulations, and ordinances concerning conflicts of interest.

Employees must be free of any investment in (other than ownership of less than 3% of the shares in any publicly traded company, less than 3% of the shares in any publicly traded real estate investment trusts, and/or less than 3% of the interest in any publicly traded limited partnerships, and/or investments in mutual funds), or association with vendors, contractors, or suppliers which might interfere or appear to interfere with the independent exercise of judgment by employees in the best interests of the Commission.

While employed by the Commission, employees may not solicit, contract with or perform services for any vendors, contractors, or suppliers of the Commission. This includes "freelance" activities, which are the same or substantially similar to the services provided by the employee to the Commission. Employees of the Commission may not solicit or accept any gift or gratuity in excess of nominal value for performing their services from the Commission, including but not limited to, as expressly prohibited by Penal Code section 70.

*Employees also may not be involved in activities constituting a conflict of interest on the Commission's time, and also during off-duty time. Employees may not use the Commission's equipment, materials, resources, or "confidential" information, including but not limited to as defined in Government Code Section 1098, except to further the best interests of the Commission. Conflicts of interest include but are not limited to activities prohibited in Government Code sections 1090, 1098, and 1126.*



Violation of this conflict of interest policy is a basis for discipline, up to and including termination. Furthermore, violation of this conflict of interest policy may be a basis for a civil suit, which may include the Commission seeking injunctions to prevent irreparable harm to its interests as a result of the disclosure or use of confidential information or trade secrets.

#### 108.1 Duty to Report Violations to the Commission

Employees are also required to immediately report to Human Resources any violation of this Conflict of Interest Policy by any other employee of the Commission. Employees are also required to immediately report to Human Resources any attempted bribe, attempted kickback and/or kickback, discussed or made by any vendors, suppliers, and/or employees of the Commission.

Failure to immediately report known violations of the Conflict of Interest Policy by others, including but not limited to the Commission's vendors, suppliers, and/or employees, will result in disciplinary action, up to and including termination.

#### 109 Outside Employment

Executive Director approval in writing is required for all outside employment.

In general, the Commission has no objections to non-exempt employees only obtaining an additional job. However, if a non-exempt employee obtains additional employment with a business enterprise or public agency with which the Commission competes, or with which the Commission presently has or subsequently has a business relationship, or if there is a potential conflict of interest, the Commission may, as a condition of continued employment, require the non-exempt employee to refuse or resign from the additional job. Furthermore, the Commission will hold all non-exempt employees to the same standards or performance and work schedules, and cannot make exceptions for non-exempt employees holding additional jobs.

All Officers and employees of the Commission must obtain the written approval of the Executive Director before accepting any outside employment or engaging in any business as an independent contractor, partner, or a sole proprietor. Accepting or continuing outside employment in violation of this policy may result in immediate termination.

No Officer or employee at any level of the Commission may serve as a director, officer, partner, employee, consultant, agent, or representative, or have a financial interest in any organization unless on the basis of full

disclosure and such association has the specific written approval of the Executive Director. In addition, Officers and employees are required to abide by applicable federal, state and local statutes, regulations, and ordinances concerning outside employment.

Pursuant to Government Code 1126 an employee's outside employment, activity or enterprise for compensation may be prohibited if it: (1) involves the use for private gain or advantage of his/her Commission time, facilities, equipment and supplies, badge, uniform, prestige, or influence of his/her Commission office or employment; (2) involves receipt or acceptance by the Officer or employee of any money or other consideration from anyone other than the Commission for the performance of an act which the Officer or employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her Commission employment or as a part of his/her duties as a Commission Officer or employee; (3) involves the performance of an act in other than his/her capacity as a Commission Officer or employee which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other Officer or employee of the Commission, or (4) involves the time demands as would render performance of his/her duties as a Commission Officer or employee less efficient.

#### 110 Employment of Relatives

No person shall be employed or be contracted with for services who is related within the first degree of consanguinity—father, mother, sister, brother, spouse, or child—to an Officer or employee or a member of the Board, unless approved in advance by the Executive Director.

##### 110.1 Employment of Spouse

An employment decision shall not be based on whether an individual has a spouse presently employed by the Commission except in accordance with the following criteria:

- 1) For business reasons of supervision, safety, security or morale the Commission may refuse to place one spouse under the direct supervision of the other spouse.
- 2) For business reasons of supervision, security or morale, the Commission may refuse to place both spouses in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples than for other persons.

110.2 Accommodation for Co-Employees Who Marry

If co-employees marry, the Commission shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, or morale.

111 Employment of Persons Who Live in the Same Residence

No person shall be employed or be contracted with for services who lives in the same residence as an Officer or employee or a member of the Board, without the advance written approval of the Executive Director. Employment decisions regarding persons who live in the same residence shall be made in accordance with the following criteria:

- 1) For business reasons of supervision, safety, security or morale, the Commission may refuse to place an employee who lives in the same residence with another employee under the direct supervision of the employee with whom he/she lives.
- 2) For business reasons of supervision, safety, security or morale, the Commission may refuse to place an employee who lives in the same residence with another employee in the same department, division, or facility, if the work involves potential conflicts of interest or other hazards greater for these employees than for other employees.
- 3) Employees who plan to live in the same residence shall provide advance notice of such to their division(s) management to enable management to assign job duties so as to minimize problems of supervision, safety, security or morale.

112 Working Hours

The Commission's standard business office hours are from 8:00 a.m. to 5:00 p.m. The standard workday is eight hours.

With approval from the Executive Director, Officers and employees may work an alternative 9/80 schedule. The 9/80 schedule involves working 80 hours over a 9-day period. On this alternative work schedule, Officers and employees may work nine hours in a workday.

113 Workweek

The standard workweek begins at 12:01 p.m. on Friday and ends at 12 noon the following Friday.

114 Work Schedule

The Executive Director shall assign work schedules as necessary to accomplish Commission business. Unless assigned to an alternative 9/80 schedule, employees shall work from 8 a.m. to 5 p.m., with a one hour unpaid meal break.

All standard and alternative work schedules shall start no earlier than 7:00 a.m. and end no later than 6:00 p.m. No exceptions to the work schedules contained herein may be authorized by anyone other than the Executive Director or his/her designee.

114.1 Meal Breaks

A one hour unpaid meal break is provided for all employees who work at least five hours on a given day. No ½ hour unpaid meal breaks shall be granted on a regular basis by anyone other than the Executive Director. Unpaid meal breaks may not be taken at the beginning or the end of the workday.

115 Overtime Standard

Overtime means time spent in excess of a standard workweek. Employees may be required to work hours in excess of the standard workweek at the discretion of the Executive Director. Overtime for non-exempt employees will be compensated with compensatory time off on a time and one-half basis for all hours worked over forty in a workweek or, with Executive Director's approval, pay at time and one-half of the employee's regular rate of pay.

Exempt employees are Officers and other professional employees of the Commission that comply with the Federal Fair Labor Standards Act regulations for exemptions. Exempt employees are paid on a salary basis, which amount is not subject to reduction because of the quality or quantity of the work performed. Exempt employees will not have deductions made from their pay for absences of less than one day. The Executive Director may approve up to five days of paid Administrative Leave per year for Officers in lieu of compensatory time.

115.1 Emergency/Holiday Overtime Pay

When a Commission employee is required to return to work on an observed holiday or weekend immediately following or preceding the holiday due to an emergency situation, the employee shall be compensated at two times the regular rate of pay for time worked in excess of two hours. An emergency situation is one in which the

employee has to immediately respond to the request of the Director or designee, and does not have the option to choose which day he/she can complete the work.

116 Employment Layoff

An Officer or employee may be laid off at the discretion of the Executive Director for any of the following reasons: (1) loss of funding; (2) lack of work; or (3) other budgetary considerations. In the event of a layoff, the Officer or employee will be given either two weeks notice or immediate separation with two weeks severance pay.

An employee who is laid off will have recall rights for three (3) months. Thereafter, he/she will lose all employee status with the Commission.

117 Medical Examination

Once an offer of employment with the Commission is made, a candidate for an Officer, regular, contract or some specified temporary employee positions is required to submit to a medical examination performed by an industrial medical facility specified by the Commission to determine his/her ability to perform the essential functions of the job offered. An Officer or employee may be required to submit to a medical examination after appointment. The examination is for the purpose of determining the Officer's or employee's physical and/or mental capabilities to perform the job duties of the position applied for in accordance with federal and state laws regarding persons with disabilities.

118 Background Investigation

An Officer or employee may be required to submit to a background investigation prior to or after appointment to determine his/her suitability to perform assigned duties. Fingerprinting may be required for the background investigation.

119 Standby and Callback Status

To ensure that housing developments will receive emergency repairs during hours not covered by the normal work schedule, it is the policy of the Commission that employees in the Maintenance Worker I, II, and III, classifications shall be assigned to standby "on call" status at the discretion of the Executive Director.

It is the practice of the Commission that those Maintenance Workers I, II, and III, who are assigned to be available on a standby basis to respond to emergency calls from the end of the work day Thursday to the subsequent

Thursday (two hours prior to normal start time), shall receive standby compensation for that period at \$125.00 for each Thursday through Thursday standby period. Recognized holidays falling on days consecutive with the weekend are considered as part of the normal standby compensation.

All Maintenance Workers may be called to respond to an emergency during hours not covered by their normal work schedule. However, Maintenance Workers are not required to remain on the employer's premises, but must notify Commission officials of where they may be reached. Therefore, they are not working while on call.

Maintenance Workers, including skilled trades, who are required to return to work to respond to an emergency call after the termination of his/her normal work shift and departure from the work location, but not less than 2 hours before the starting time of the next regular shift, shall be compensated for the actual time required to respond to the emergency call(s), calculated at 1 1/2 times their regular rate of pay. Employees shall receive overtime compensation for emergency after-hours maintenance service after the completion of forty regular hours during the workweek in accordance with the overtime provisions established in Section 115.

When a Maintenance Worker is required to return to work on an observed holiday or weekend immediately following or preceding the holiday, the Maintenance Worker shall be compensated at two times his/her regular rate of pay for time worked in excess of 2 hours.

120 Performance Evaluation System

The Executive Director shall establish and maintain a performance evaluation system that objectively assesses employee job performance in relation to assigned responsibilities. Written performance evaluations will be made at least annually. To be eligible for a salary increase, the employee must have satisfactorily performed the job requirements for his/her position during the period preceding the evaluation. An employee evaluated as not having satisfactorily performed job requirements will not be eligible for a salary increase, will be placed on a Needs Improvement Plan and/or subject to disciplinary action up to and including termination.

121 Personnel Classification

The Executive Director shall administer and maintain a personnel classification system.

122 Salary Placement

The Executive Director is authorized to make job appointments at a rate of pay within the approved job classification salary range for the purpose of attracting and retaining experienced and qualified personnel.

123 Advanced Level Placement

In order to be equitable and competitive, the Executive Director may make employee placement above the beginning of the classification salary range when justified by the candidate's experience and background.

124 Salary Movement

Based on job performance, Officer or employee compensation may be adjusted within the approved classification salary range. Salary adjustments are effective the day the adjustment is authorized by the Executive Director. Salary adjustments authorized in connection with an employee's annual performance evaluation are effective on an employee's anniversary date for the position they are currently holding. The compensation rate of the Executive Director will be adjusted in accordance with Board directives and approval.

125 Advanced Salary Movement

The Executive Director will report quarterly to the Board any Officer or employee salary increase exceeding 10% of previous salary.

126 Incentive System

To encourage outstanding performance in the achievement of Commission goals, the Executive Director shall be responsible for administering the Employee Incentive Program to reward valuable contributions or suggestions made by employees. Officers and employees shall be eligible to participate in the Employee Incentive Program.

127 Bilingual Compensation

Employees may receive a monthly compensation upon successful completion of a bilingual proficiency exam with written Division Director authorization, when the position assignment requires fluency in English and another language. Employees are not eligible for bilingual compensation during any unpaid leave of absence.

128 Holidays

On the observance of the holidays shown below, Officers and regular employees shall be entitled to the following paid holidays as long as they have been compensated for the day before and the day after the holiday is observed. Employees shall be compensated for the hours they would regularly work, not to exceed 8 hours.

<u>Holidays</u>	<u>Observance</u>
New Year's Day.....	January 1
Martin Luther King Jr.'s Birthday.....	Third Monday in January
Presidents' Day. ....	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Columbus Day.....	Second Monday in October
Veterans' Day.....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving.....	Friday after Thanksgiving
Christmas Day.....	December 25

When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. Regular employees scheduled to work on holidays will be credited with compensatory time for hours worked on that day.

Those employees whose 9/80 Friday "off" falls on a Commission-observed holiday, will earn eight (8) hours of non-elective leave time which shall be added to the employee's leave bank during the pay period following the observed holiday. In any case where the employee has already earned the maximum amount of leave bank hours that shall be accumulated, eight (8) hours of cash compensation shall instead be provided to the employee.

Those employees actually working a 9/80 schedule during the payroll period when a "paid holiday" is observed, shall be provided the opportunity to work one (1) additional hour during the payroll week in which the "paid holiday" is observed. The purpose of providing the additional one (1) hour of work is to avoid a holiday-caused loss of one (1) hour of compensation during the impacted payroll week, as would be the result where a 9/80 employee receives holiday compensation in an amount not to exceed eight hours. It shall be the responsibility of the affected employee to initiate contact with the employee's supervisor in order to schedule the additional one (1) hour of work. The supervisor shall reasonably attempt to accommodate the employee's preference regarding the date and time



that the additional one (1) hour of work shall occur. Absent a supervisor's reasonable ability to accommodate the employee's preference in this regard, the supervisor shall calendar a different time for performance of the additional one (1) hour of work. The employee shall have the option of foregoing the additional one (1) hour of work, in which case, the employee's holiday compensation shall not exceed eight (8) hours as regards observance of the holiday. The employee shall initiate scheduling contact with the supervisor, not less than one work week prior to the date of observance of a holiday.

Employees on leave without pay are not entitled to holiday pay.

#### 128.1 Floating Holiday

In addition to the above holidays, Officers and regular employees are granted one eight (8) hour floating holiday per calendar year. The floating holiday may be taken when approved in advance and must be used before any Elective Annual Leave may be used. Any floating holiday not used at the time of separation or at the end of the calendar year will be forfeited.

### 129 Mileage, Travel Expense and Automobile Allowance

#### 129.1 Mileage and Travel Expenses

The Executive Director shall, from time to time, determine and submit for Board approval a reasonable reimbursement formula(s) and maximum reimbursement limit(s) to compensate Officers and employees for mileage and travel related expenses incurred on Commission business. All mileage, travel, and related expenses must be approved in advance by the Executive Director or his/her designee.

#### 129.2 Auto Allowance

Subject to the authorization of the Executive Director, Officers are eligible for a fixed monthly automobile allowance. Officers receiving such allowance are not eligible to receive mileage reimbursement. This allowance is separate from reimbursement for car rental expenses incurred in connection with authorized business travel.

### 130 Use of Personal Vehicles

The Executive Director may require any Officer or employee to provide his or her own transportation to conduct Commission business. Staff using

personal vehicles must maintain a valid California Driver's License (CDL) and State of California minimum insurance coverage. Operating a Commission vehicle with an expired or suspended driver's license will result in disciplinary action up to and including termination. If an employee is involved in a vehicle accident using their personal vehicle, their insurance is primary. The Commission's insurance is excess over and above all other existing insurance policies.

The Commission maintains driving records for all employees who are required to drive on Commission business. Excessive accidents and/or violations or an inability to insure, except at premiums higher than the majority of other Commission drivers, may result in disciplinary action up to and including termination. Furthermore, employees who drive without a valid driver's license in the course and scope of their employment with the Commission, are subject to disciplinary action up to and including unpaid suspension and/or termination.

Commission employees who drive in the course and scope of their employment for the Commission must immediately notify Risk Management if their drivers' licenses have expired, without possible renewal, and or have been suspended, and shall not be permitted to drive on Commission business either in a Commission or their personal vehicle. Failure to do so may result in termination.

131 Professional Memberships/Dues

Subject to available funding, the Executive Director shall provide for necessary professional memberships, dues and publications.

132 Removal of Personnel

132.1 Officers and Regular Employees

All Officers and regular employees serve at the pleasure of the Executive Director and therefore may be removed at any time without stated cause. Officers and regular employees charged with misconduct shall be provided, in writing, pre-removal notification of the charge, the reasons therefore and the opportunity to respond. The pre-removal notification procedure shall be for the purpose of protecting the "liberty interests" of Officers and employees and does not in any way modify the right of the Commission to terminate Officers and employees at the pleasure of the Executive Director.

132.2 Temporary Employees

Temporary employees may be removed at the pleasure of the Executive Director without stated cause.

132.3 Contract Employees

Contract employees may be removed at the pleasure of the Executive Director without stated cause.

132.4 Acting Appointees

Acting appointees may be removed from such acting positions at the pleasure of the Executive Director.

133 Grievance Procedure

The Executive Director shall administer a grievance procedure for regular employees only, except that such procedure shall be exclusive of disciplinary matters. "Disciplinary matters" include, but are not limited to demotion, suspension, or removal.

134 Separation Pay

Upon separation, an Officer or employee will be compensated at his/her regular rate of pay for accrued annual leave or vacation pay, for his/her accrued overtime hours, and for his/her banked leave hours. An Officer or employee who purchases Elective Annual Leave will be compensated for leave purchased but not taken. An employee whose Elective Annual Leave for the calendar year has been exhausted and still shows a balance owing on purchased days will have the balance deducted from the employee's final pay check.

135 Additional Provisions

The Executive Director is authorized to establish additional procedures, not specified herein, to implement Commission policies.

136 Previous Service Credit

Effective August 1, 1984, the Executive Director is authorized to allow the following special provisions for Officers and regular employees hired into the Commission, who, prior to Commission employment were continuous employees of the Housing Authority of the County Los Angeles, subject to the limitations indicated:

- All Officers and regular employees may carry-over up to a maximum of 100 hours of accrued sick leave.
- All Officers and regular employees will be credited for continuous service time earned in their prior organization for purposes of accruing annual leave.
- All Officers and regular employees are eligible for noncompetitive appointment.

137 Unauthorized Use of Commission Property and Responsibility for Items  
Furnished to Employee

The unauthorized access to, and use of, Commission property and equipment including, but not limited to, Commission identification badges, supplies, telephones, voicemail, computers, laptops, software, E-mail, Internet, facsimile machines, photo copiers, office space, vehicles, and other Commission-funded assets is prohibited.

In the course of employment, certain employees of the Commission may be furnished work-related items such as uniforms, Commission identification badges, office keys, master keys, entry authorization cards, pagers, cellular phones, laptop computers, tools and other office equipment. Any employee receiving such items shall return each and all of the same to the Commission in good condition, except reasonable wear and tear, at the termination of his/her employment for any reason. If any items are not returned by the last day worked, the reasonable value of such item(s) may be claimed against the employee and the employee agrees that such reasonable value may be deducted from such employee's pay.

Upon hire, all employees must read and sign an Authorization of Deduction form, which authorizes the Commission to recover the costs related to any items not returned at the termination of employment, including but not limited to the cost of personal telephone calls. No office equipment may be removed from the office without written permission from the supervisor.

The Commission reserves the right to recover and collect any salary overpayment from the employee, by any reasonable method allowed by law or in equity, including but not limited to deducting said overpayment from employee's subsequent paycheck(s) in one lump sum, in installments, or through some other reasonable repayment plan. The Commission further reserves the right to pursue any and all other rights and remedies afforded to it by law or in equity.

138 Substance Abuse

138.1 Purpose

It is the policy of the Commission to maintain a safe, healthy and productive work environment for all employees. To that end, management will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair the employee's ability to safely and effectively perform the functions of the particular job), which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the agency's reputation, and places the safety of others at risk.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on Commission property. Violations of the policy may result in discipline, up to and including termination.

138.2 Policy

1. It shall be grounds for termination to sell or trade any drugs or alcohol, while on duty or on Commission property.
2. It may be grounds for disciplinary action, up to and including termination, if any employee reports to work intoxicated, under the influence of, or has traces in his/her urine of alcohol, controlled substances, narcotics, amphetamines, barbiturates, prescribed or over-the-counter medications in excess of prescribed dosages, or other non-prescribed hallucinogenic substances, or becomes intoxicated or comes under the influence while on duty.
3. When a supervisor has reasonable cause to believe that an employee is under the influence of intoxicating liquor, controlled substances, narcotics, amphetamines, barbiturates, prescribed or over-the-counter medications in excess of prescribed dosages, or other non-prescribed hallucinogenic substances, the supervisor shall have the authority to order that employee, accompanied by a supervisor, to report immediately to a medical facility and to be examined by a physician and to take an appropriate test for drug or alcohol use. The examination shall be conducted while the employee is "on the clock". The Commission shall bear the expense of the examination, and shall provide

transportation to and from the medical facility and the employee's work station or residence, if necessary.

4. Should the examination show that the employee is intoxicated or under the influence of alcohol, controlled substances, narcotics, amphetamines, barbiturates, medications in excess of prescribed dosages, or other non-prescribed hallucinogenic substances, and has therefore, violated the above rules, the employee may be subject to disciplinary action, up to and including termination. Within 90 days of the examination and if requested by the employee, management shall have the examination sample retested by a state licensed independent laboratory/testing facility. The employee shall bear the expense of any independent examination requested.
5. An employee's failure to submit to an examination and test in accordance with this policy, when so ordered by management, will be considered insubordination, and grounds for immediate termination.

#### 138.3 Confidentiality

All test results shall be kept confidential and will only be revealed to the employee tested and to Officers and employees of the Commission who need to utilize the information in order to carry out their job responsibilities.

#### 138.4 Rehabilitation

Employees who have substance abuse problems will be encouraged to make every effort to overcome such problems and to utilize the services of the Employee Assistance Program (EAP), or another appropriate program. The EAP will not be used in lieu of discipline against an employee found to be in violation of this policy, but may be taken into consideration by management in determining the appropriateness of the disciplinary action to be taken. Any expenses incurred will be the responsibility of the employee.

#### 139 Harassment

All employees are to be treated with respect, and dignity, and work in an environment free from harassment. Sexual harassment or harassment by another employee or supervisor for any reason, such as that based upon

race, color, religion, national origin, age, marital status, sex, gender identity, ancestry, political affiliation, disability, or sexual orientation by another employee or supervisor will not be tolerated under any circumstances, and can lead to disciplinary action, up to and including termination.

Sexual harassment includes soliciting sexual favors from an unwilling subordinate or co-worker in return for promotions, increased wages, continuance of the job, as well as other unwelcome verbal, physical, or visual conduct of a sexual nature such as uninvited touching, sexually related comments, or displaying objects or pictures that depict men or women in a sexually suggestive or derogatory manner.

Hostile Environment Sexual Harassment occurs when the reported conduct unreasonably interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment. The alleged conduct must be sufficiently pervasive to alter the conditions of the victim's employment and create an abusive working environment.

Employees are to report incidents of harassment immediately to their supervisors or Human Resources in accordance with the Commission's procedures covering sexual harassment.

It is illegal to retaliate against an employee or participant of a Commission or Housing Authority program who complains in good faith of a violation or any harassment policy of the Commission.

#### 140 Prohibition of Smoking in the Workplace

In accordance with state law, smoking is prohibited inside all CDC workplace(s), and within 20 feet of any entrance to a Commission facility. All interior working and public areas of the Commission are designated as non-smoking areas in which tobacco products may neither be used nor sold. Smoking is prohibited in all Commission-owned vehicles. Work and common-use areas of all Commission-owned and/or leased buildings shall be appropriately signed as non-smoking areas.

Smoking shall be permitted at least 20 feet away from any entrance to a Commission facility unless this would violate a safety rule.

#### 141 Working Environment

The Commission's Injury and Illness Prevention Plan (IIPP) establishes the responsibility of each Officer and employee to maintain a safe and healthy work environment. The Plan promotes teamwork and cooperation among

employees, encourages conscientious customer service to the public, and assures a hazard-free work environment.

In addition, the Commission may establish policies, which encourage Officers and employees to maintain the highest degree of integrity, and which will not compromise the Commission's standards or programs. Any willful violations of the safety procedures or conduct standards may result in disciplinary action, up to and including termination.

## **200 EMPLOYEE BENEFITS**

The Commission reserves the absolute right, in its discretion, at any time and from time to time, to discontinue coverage under any particular health and hospitalization plan, dental plan, life insurance plan, and/or disability insurance plan in which it or its employees have previously been enrolled and to substitute for such prior coverage alternate coverage which may be different in character and amount, and either more or less comprehensive. Officers and employees of the Commission shall not have or gain, by reason of their employment by the Commission, any vested rights in or to any particular health and hospitalization plan, dental plan, life insurance plan, and/or disability insurance plan coverage whatsoever.

Officers and employees may be required to make contributions for employee and dependent coverage.

The Commission reserves the right to recover and collect from the employee any amount owed by the employee for benefit insurances (e.g. medical, dental, vision, life and elective annual leave, etc.) by any reasonable method allowed by law or in equity, including but not limited to deducting said amounts from employee's subsequent paycheck(s) in one lump sum, in installments, or through some other reasonable repayment plan. The Commission further reserves the right to pursue any and all other rights and remedies afforded to it by law or in equity.

### **201 Continuous Service**

An Officer or regular employee must be compensated for the equivalent of  $\frac{3}{4}$  of his/her standard hours per pay-period to accrue annual leave and sick leave; to receive flex dollar credit; and to participate in insurance benefits. If an Officer or employee fails to be compensated for  $\frac{3}{4}$  of his/her standard hours per pay-period, but wishes to continue insurance coverage, he/she may notify Human Resources of his/her decision in which case he/she will be required to pay premiums to continue insurance coverage.



## 202 Benefit Plans

### 202.1 Optional Benefits Plan

Effective January 1, 2012, for Officers and regular employees hired before October 1, 1997, the Commission will contribute a maximum of \$805 per month for employee and dependent for group health, dental and vision insurance coverage. The Executive Director retains the discretion to increase this amount contingent upon Board approval. Any unused contribution is used for the employee's deferred compensation plan or paid as taxable income.

### 202.2 Flexible Benefits Plan

Effective January 1, 1998, an Officer or regular employee hired before October 1, 1997, may elect to enroll in the Flexible Benefits Plan in lieu of the Optional Benefit Plan. All employees hired as of January 1, 1998 participate in the Flexible Benefits Plan.

Effective January 1, 1998, the Commission offers a Flexible Benefits Plan to include the following benefits:

- Medical (including eligible domestic partners)
- Dental (including eligible domestic partners)
- Vision (including eligible domestic partners)
- Term Life
- Accidental Death and Dismemberment
- Elective Annual Leave
- Short-Term and Long-Term Disability
- Health Care Spending Account
- Dependent Care Spending Account
- State Disability

Please note that employees who contribute to California State Disability are eligible to take Paid Family Leave beginning on or after July 1, 2004. The standards for eligibility are established by the California Employment Development Department.

The Commission's monthly contribution for the Flexible Benefits Plan effective January 1, 2012, will be the greater of \$1063 or the following percentage of an employee's monthly salary based on years of service as of the employee's anniversary date (all years "of service" are "full years" of service, not the commencement of the designated year of service):

14.5% - less than five years of service  
17.0% - 5 to less than 10 years of service  
17.4% - 10 years of service  
17.8% - 11 years of service  
18.2% - 12 years of service  
18.6% - 13 years of service  
19.0% - 14 or more years of service

The Executive Director retains the discretion to increase this amount contingent upon Board approval. Any unused contribution is used for the employee's deferred compensation plan or paid as taxable income.

Officers or regular employees must elect health coverage (single coverage) and have the option to waive all other benefits provided that the Officer or employee complies with certifying under penalty of perjury that he/she has covered any spouse, former spouse, and/or dependent(s). Health coverage may be waived only if the Officer or employee is the primary subscriber, not a dependent, in an employer sponsored group medical plan or retirement medical plan or Medicare, and must provide documentation showing coverage as the primary subscriber.

203 Retirement

As a condition of employment, Officers and regular employees shall participate in the California State Public Employees' Retirement System. (CALPERS).

The Commission will pay the normal employer portion of the (CALPERS) program and a portion of the employee's share of retirement contribution to a maximum four and one-half percent of the employee's monthly salary. The remaining two and one-half percent of the employee's share will be treated as the employee contribution through salary reduction for tax treatment only, pursuant to Section 414(h) (2) of the Internal Revenue Code.

204 Health Insurance Coverage

The Commission will provide group health insurance coverage, pursuant to employees' benefit plan elections under Section 202.

205 Continued Health Insurance Under Federal Law-COBRA

Employees and/or their dependents (beneficiaries) are eligible to continue at their own expense their health coverage at a premium of 102% of the applicable group rate if the following conditions are met.

1. Employees, who are terminated (except those terminated for gross misconduct), or who have a reduction of hours (partial or full layoff or an extended leave of absence of more than 30 days), are eligible to continue their health insurance benefits for 18 months, thereafter such employees are entitled to convert at their own expense their group policy to individual policies.
2. Qualified beneficiaries, who are no longer eligible for group health coverage because of (1) death of the employee, (2) divorce or legal separation from the employee, (3) the employee becoming eligible for Medicare, or (4) a dependent child of an employee being no longer qualified as a dependent, are eligible to continue their health insurance coverage for 36 months; thereafter such qualified beneficiaries are entitled to convert at their own expense their group policy to individual policies.
3. For plan years beginning on or after December 19, 1989, certain disabled qualified beneficiaries of employees, who are terminated, (except those terminated for gross misconduct), or who have a reduction of hours (partial or full layoff or an extended leave of absence for more than 30 days), may be eligible to continue their health insurance benefits for *an* additional 11 months of COBRA continuation coverage for a total maximum of 29 months. Disabled qualified beneficiaries may be charged 150% of the applicable group rate, after the initial 18-month period of continuation coverage. The qualified beneficiary's disability must be determined under Title II (Old Age, Survivors, and Disability Insurance) and Title XVI (Supplemental Security Income) of the Social Security Act. It is the qualified beneficiaries responsibility to obtain the disability determination from the Social Security Administration (SSA). A copy of the determination must be submitted to the Commission within 60 days of the date of the determination and before the end of the 18-month period for COBRA continuation in order to continue coverage under COBRA. If the qualified beneficiary is determined by SSA to no longer be disabled, the qualified beneficiary must notify the Commission of that fact within 30 days of SSA's determination.
4. New dependent(s) of a qualified beneficiary acquired through marriage during the period of continuation may be added to the coverage according to the rules of the health plan. The new dependent(s) do not gain the status of a qualified beneficiary (except for newborn(s) or adopted children).

Continuation benefits are no longer available when the earlier of the following occurs:

1. The expiration of the 18-month (29-month or 36-month if applicable) continuation period.
2. Commission ceases providing any group health plan to employees.
3. The premium is not paid timely by the employee and/or the beneficiary.
4. The qualified employee and/or beneficiary becomes covered by any other group plan or Medicare.
5. A beneficiary remarries and becomes covered by another health plan.
6. A qualified beneficiary provides notification to the Commission to cancel continuation coverage.

206 Continued Health Insurance Under California Law (Extended COBRA)

Employee's in the state of California who have fully completed the continuation coverage as provided under the federal law – COBRA are eligible at their own expense for an additional 18 months of coverage under California law for a maximum of 36 months from the date the employee's continuation coverage began under COBRA. The premiums for this extended 18 months of coverage may be raised to 110% of the applicable rates charged to the employer for active employees.

The following only applies to an individual who has met the eligibility requirements for continuation coverage prior to January 1, 2005.

Therefore, effective January 1, 2005, California law will limit Senior COBRA to those individuals who were eligible for California's Senior COBRA coverage prior to January 1, 2005. Employee's who have worked at least five years and are at least 60 years of age or older on the date their employment terminates, as well as their spouse, are eligible to continue their coverage at their own expense, under the same terms and conditions as were provided under federal COBRA, subject to payment of premium not to exceed 213% of the applicable group rate.

Extended continuation benefits are no longer available when the earlier of the following occurs:

1. The date any required premium is not paid after any grace period;
2. The date the group plan terminates and is not replaced;

3. The date the individual becomes insured under another group health plan;
4. The date the individual attains 65 years of age;
5. For a spouse, five years from the date the employee's employment ended.
6. A qualified beneficiary provides notification to the Commission to cancel continuation coverage.

The employer shall notify the former employee of the availability of continuation benefits under this section at least 90 calendar days prior to the date continuation coverage under federal COBRA is scheduled to end. To continue health care coverage pursuant to this section, the individual shall elect to do so by notifying the health care service plan or the health insurer (insurance carrier) in writing within 30 calendar days prior to the date continuation coverage under federal COBRA is scheduled to end.

Premiums for state continuation coverage shall be billed by, and remitted to the health insurer (insurance carrier) or the health care service plan. Health insurance premiums will be due on the first of each month and are subject to a maximum grace period of thirty (30) days. Failure to pay the requisite premiums will result in termination of the continuation coverage in accordance with the applicable provisions in the plan's group subscriber agreement with the former employee.

207 Dental Insurance Coverage

The Commission will provide optional dental insurance coverage; pursuant to employees' benefit plan elections under Section 202.

208 Vision Insurance Coverage

The Commission will provide optional vision insurance coverage; pursuant to employees' benefit plan elections under Section 202.

209 Life Insurance

The Commission provides the \$5,000 basic term life insurance for each Officer and regular employee. Basic term life insurance is provided to Officers and regular employees, as of the date of employment, pursuant to employees' benefit plan elections under Section 202.

Employees who terminate from the Commission for any reason or who are no longer eligible for Commission paid coverage may be entitled to convert the \$5,000 basic term life insurance coverage into an individual policy. Applications for conversion must be filed with the appropriate insurance company within thirty-one (31) days after termination of employment or eligibility ceases, pursuant to employees' benefit plan elections under Section 202.

The Commission reserves the absolute right, in its discretion, at any time and from time to time, to discontinue coverage under any life insurance plan in which it or its employees have previously been enrolled and to substitute for such prior coverage alternate coverage which may be different in character and amount, and either more or less comprehensive. Employees of the Commission shall not have or gain, by reason of their employment with the Commission, any vested rights in or to any particular life coverage whatsoever, pursuant to employees' benefit plan elections under Section 202.

210 Accidental Death and Dismemberment Insurance

The Commission provides \$5,000 accidental death and dismemberment insurance for each Officer and regular employee. Group Accidental Death and Dismemberment insurance is provided as of the date of employment, pursuant to employees' benefit plan elections under Section 202.

211 Unemployment Insurance

The Commission will provide Unemployment Insurance as required by the State of California; pursuant to employees' benefit plan elections under Section 202.

212 Workers' Compensation

The Commission will provide Workers' Compensation benefits to all employees, as required by the State of California.

213 Disability Insurance

The Commission will provide an Officer or a regular employee a disability insurance plan; pursuant to employees' benefit plan elections under Section 202.

Officers and regular employees may elect to participate in the California State Disability Insurance Program administered by the State of California Employment Development Department.

Officers and employees who contribute to the California State Disability Insurance Program are eligible for Family Temporary Disability Insurance or Paid Family Leave beginning on or after July 1, 2004. The standards for eligibility are established by the California Employment Development Department.

214 Social Security Medicare

All employees appointed on or after April 1, 1986, will participate in the Social Security Medicare program.

215 Officer Automobile Allowance

The Commission may provide a maximum fixed monthly automobile allowance at the rate of \$300 for Directors and \$200 for Managers.

216 Retiree Medical

Effective July 1, 1992, the Commission has provided retiree medical benefits for only eligible Officers and regular employees. This policy will only apply to Commission employees who have been hired before August 3, 2010. In order to be eligible an Officer or regular employee must have at least 10 years of continuous service with the Commission, or continuous previous service credit with the Housing Authority of the County of Los Angeles; and must be at least 50 years of age at retirement. The Commission will contribute towards the payment of medical insurance for the Officer or regular employee only per the following schedule:

10 - 14 years of service.....	75%
15 - 19 years of service .....	75% + 5% for every year of service over 15 years
20 + years of service .....	100%

(A "year of service" is a full year.)

Effective January 1, 2005, the Commission will not contribute more than the highest amount contributed for a current regular employee of the Commission for employee only medical insurance. Further, the Commission reserves the right in its absolute discretion to pay no more than the amount paid on behalf of current regular employees for the most inexpensive employee only medical insurance.

Should a retiree decide to move outside of the service area of the current Commission health plans, the retiree is responsible for obtaining his/her

own health insurance. Upon the retiree providing proof of insurance and cost of insurance coverage, the Commission will directly reimburse the retiree. The percentage of reimbursement will be based upon the above years of service schedule and no more than the highest amount contributed for a current regular employee of the Commission for employee only medical insurance. In no case will the Commission reimburse the retiree an amount exceeding the actual cost of medical insurance coverage. The Commission also reserves the right in its absolute discretion to pay no more than the amount paid on behalf of current regular employees for the most inexpensive employee only medical insurance.

In addition, all retirees are required to enroll in Medicare Parts A & B upon reaching eligibility age. If the retiree fails to enroll in a timely manner, the Commission reserves the right in its absolute discretion to take a credit against the cost of medical coverage. If the retiree fails to ultimately enroll in Medicare Parts A & B, the Commission in its absolute discretion may cease to contribute towards the payment of medical insurance as provided in the above years of service schedule.

Effective as to employees hired on and after August 3, 2010, the Commission will provide retiree medical benefits for only eligible Officers and regular employees. In order to be eligible, an Officer or regular employee must have at least 25 years of continuous service with the Commission; and must be at least 50 years of age at retirement. The Commission will contribute 100% towards the payment of medical insurance for the Officer or regular employee after 25 years of service.

#### 216.1 Retiree Dental

Effective January 1, 2006, the Commission has provided retiree dental coverage for only eligible Officers and regular employees. This policy will only apply to Commission employees who have been hired before August 3, 2010. In order to be eligible an *Officer or regular* employee, you must have at least 10 years of continuous service with the Commission, or continuous previous service credit with the Housing Authority of the County of Los Angeles; and must be at least 50 years of age at the time of retirement. The Commission will contribute towards the payment of managed care dental insurance for the *Officer or regular* employee only per the following schedule:

10 - 14 years of service.....75%



15 - 19 years of service .....75% + 5% for every year  
of service over  
15 years

20 + years of service .....100%

(A “year of service” is a full year.)

The Commission will not contribute more than the amount equivalent to the amount paid for a current regular employee for employee only dental insurance benefits in the managed care dental plan of the Commission.

The Commission reserves the right in its absolute discretion to evaluate on an annual basis the feasibility of, and if the budget permits, fund continuation of dental coverage for the coming year. The Commission will notify all participating retirees of its decision during the annual open enrollment period.

Any retiree who is outside the service area of the current managed care dental plan of the Commission, the retiree is responsible for obtaining his/her own dental insurance. Upon the retiree providing satisfactory proof of dental insurance and cost of dental insurance, the Commission will directly reimburse the retiree. The percentage of reimbursement will be based upon the above years of service schedule and no more than an amount equivalent to the amount paid for a current regular employee for employee only dental insurance benefits in the managed care dental plan of the Commission. In no case will the Commission reimburse the retiree an amount exceeding the actual cost of dental insurance coverage.

Effective as to employees hired on and after August 3, 2010, the Commission will provide retiree dental benefits for only eligible Officers and regular employees. In order to be eligible, an Officer or regular employee must have at least 25 years of continuous service with the Commission; and must be at least 50 years of age at retirement. The Commission will contribute 100% towards the payment of dental insurance for the Officer or regular employee after 25 years of service.

#### 216.2 Retiree Vision

Effective January 1, 2006, the Commission has provided retiree vision coverage for only eligible Officers and regular employees. This policy will only apply to Commission employees who have been hired before August 3, 2010. In order to be eligible an *Officer or regular* employee, you must have at least 10 years of continuous service with the Commission, or continuous previous service credit with the

Housing Authority of the County of Los Angeles; and must be at least 50 years of age at the time of retirement. The Commission will contribute towards the payment of vision insurance for the *Officer or regular* employee only per the following schedule:

10 - 14 years of service.....	75%
15 - 19 years of service .....	75% + 5% for every year of service over 15 years
20 + years of service .....	100%

(A “year of service” is a full year.)

Effective as to employees hired on and after August 3, 2010, the Commission will provide retiree vision benefits for only eligible Officers and regular employees. In order to be eligible, an Officer or regular employee must have at least 25 years of continuous service with the Commission; and must be at least 50 years of age at retirement. The Commission will contribute 100% towards the payment of vision insurance for the Officer or regular employee after 25 years of service.

The Commission will not contribute more than the amount equivalent to the amount paid for a current regular employee for employee only coverage in vision care plan of the Commission.

The Commission reserves the right in its absolute discretion to evaluate on an annual basis the feasibility of, and if the budget permits, fund continuation of coverage for the coming year. The Commission will notify all participating retirees of its decision during the annual open enrollment period.

Any retiree who is outside the service area of the current vision plan of the Commission, the retiree is responsible for obtaining his/her own vision insurance. Upon the retiree providing proof of vision insurance and cost of vision insurance, the Commission will directly reimburse the retiree. The percentage of reimbursement will be based upon the above years of service schedule and no more than an amount equivalent to the amount paid for a current regular employee for employee only vision insurance benefits. In no case will the Commission reimburse the retiree an amount exceeding the actual cost of vision insurance coverage.

### 216.3 COMPUTATION OF “YEARS OF SERVICE”

Section 104.3 defines in pertinent part that a “contract appointment” means employment of a person to be paid on an hourly or salary basis.

Section 104.4 provides in pertinent part that a “regular appointment” is employment other than as an officer or a contract or temporary appointment.

Therefore, and as regards Sections 216, 216.1 and 216.2, a “regular employee” shall be entitled to include prior service as a “contract employee” in determining whether or not the “regular employee” has the requisite number of years of continuous service with the Commission, so as to entitle the “regular employee” to participate in the retiree medical, retiree dental and retiree vision programs set forth within these Administrative and Personnel Policies.

### 217 Additional Benefits

The Commission is authorized to provide the following additional benefits:

- A Credit Union Membership
- An Employee Assistance Program

The Commission is currently authorized to provide the following additional benefits through a payroll deduction program on a voluntary basis:

- A Savings Bond Program  
This plan allows employees to purchase U.S. savings bonds.
- A Deferred Compensation Plan  
This plan allows employees to make contributions through salary reduction (pre-tax basis) up to a maximum per calendar year, (adjusted for inflation), pursuant to Section 457 of the Internal Revenue Code. If any, the employer’s matching contribution to employees participating in this plan is determined annually in the absolute discretion of the Commission.

Temporary employees are eligible for only those benefits required by law.

## 300 **LEAVES WITH PAY**

### 301 Annual Leave (Non-Elective)

### 301.1 Flexible Benefits Plan

Effective January 1, 2010, regular employees enrolled in the flexible benefits plan shall accrue leave time for both the first and second pay period of every month at a rate of 3.334 hours per pay period (80 hours divided by 24 pay periods) subject to the Commission's continuous service rule, Section 201. The other elements of Section 301.1 shall remain unchanged unless incompatible with this modification, in which case those incompatible sections shall be brought into compliance with this proposed modification.

Subject to the "Continuous Service Rule," and the requirement that an employee shall have completed one full calendar month of compensated service.) Subject to the above accrual rate of 3.334 hours per pay period, on January 1 of each calendar year, each affected employee shall be credited with 80 hours of non-elective annual leave. Upon being credited, all such hours shall be available for use in accord with CDC policies governing application for, and granting of, use of non-elective annual leave. However, if any affected employee separates from CDC employment prior to having completed the 24 pay periods by which the 80 hours is earned at the 3.334 hours per pay period rate, that employee shall be required upon separation to reimburse the CDC for the value of non-elective annual leave hours which have been utilized at the time of separation, but which would have not have been earned pursuant to the above formula. Conversely, at the time of separation from employment, the employee shall be authorized to convert to cash the value of those non-elective annual leave hours which were not used, but are considered earned in accord with the above formula. (For example, if an employee separates upon completing the first six payroll periods of the calendar year and has already utilized the above 80 hours, the employee owes the CDC approximately 60 hours of time. If the employee separates upon completing the same first six payroll periods of the calendar year, but has used none of the above 80 hours, the employee would be entitled to payment of approximately 20 hours of non-elective annual leave time.)

A new hire will begin accruing leave on the first pay period after the employee completes one full calendar month of compensated service. The non-elective annual leave hours are subject to the continuous service rule. The non-elective annual leave may be used for vacation, personal or family illness or injury, or personal leave purposes for employees who are enrolled in the Flexible Benefits Plan.

Up to 160 hours of elective annual leave may be purchased as part of the Flexible Benefits Plan. Before an employee can use any of the purchased elective hours the employee is required to use all non-elective leave hours issued on January 1 of the same Plan Year.

### 301.2 Optional Benefits Plan

Officers and regular employees hired before October 1, 1997 who are enrolled in the Commission's Optional Benefit Plan shall accrue annual leave used for vacation beginning with their first full calendar month of compensated service.

Annual leave is earned at rates equivalent to the following schedule for compensated service:

1 – 48 months of service.....	10 workdays
49 – 120 months.....	15 workdays
121 months or more of service.....	15 workdays plus one workday for each 12 months over 120 months (not to exceed 20 workdays)

Employees who separate employment will receive pro-rated non-elective annual leave days based on their months of service in the current calendar year and are subject to the compensated continuous service rule.

Unused annual leave for each employee in excess of 240 hours as of the last paycheck of each year may not be carried to the next calendar year. Any hours in excess of 240 will be paid to the employee at his/her hourly rate as of the last paycheck of the calendar year.

### 302 Bonus Annual Leave

Effective July 1, 1997, an employee shall receive 8 hours additional annual leave for each increment of 100 hours unused sick leave accrued to a maximum of 32 bonus hours.

Bonus annual leave shall be accrued and posted on a calendar year basis in January of each calendar year. Bonus annual leave applies only to Officers and regular employees who are enrolled in the Commission's Optional Benefits Plan. Employee shall accrue bonus annual leave each calendar

year to be posted by the second pay period in January. Bonus annual leave shall be granted and utilized according to the normal provisions of annual leave.

303 Sick Leave

The equivalent of eight hours sick leave is accrued for each full month of compensated service for employees hired prior to October 1, 1997 under the Optional Benefit Plan. Sick leave may be used for personal or family illness, injury, pregnancy disability and medical, dental, or optical examination or treatment. Family is defined as spouse, child (biological, adopted, foster child, or step child who is under 18 years of age), and parent of the employee or domestic partner of employee.

304 Bereavement Leave

Up to three days of paid leave is permitted in the event of death of the following:

Father, mother, sister, brother, spouse, child, stepmother, stepfather, stepchild, mother-in-law, father-in-law, grandmother, grandfather, grandchild, or domestic partner.

305 Military Training or Duty Leave

Up to 30 working days per year is permitted for military training or duty.

306 Jury Duty and Witness Leave

Officers and regular employees are permitted up to 176 hours for jury duty and witness service. Employees will not be paid for jury duty performed on a regularly scheduled day off or while on an unpaid leave of absence.

Commission-related jury duty and witness service that extends beyond normal work hours will be credited as overtime.

307 Workers' Compensation

The amount of Workers' Compensation benefits is determined by the State Labor Code. The benefit payment is two-thirds of an employee's average weekly earnings up to a maximum set by the State Law. Officers and employees receiving Workers' Compensation benefits may elect to supplement Workers' Compensation with accrued leave. The total payments of Workers' Compensation and other benefits must not exceed

100 percent of the employee's gross regular pay. Leave accruals used, are taxable income.

308 Administrative Leave

When the Executive Director determines that it is in the best interest of the Commission and/or an Officer or employee, Administrative Leave may be authorized.

The Executive Director may approve up to five days of paid Administrative Leave per year for Officers in lieu of compensatory time.

**400 LEAVES WITHOUT PAY**

The following leave benefits and privileges apply to Officers and regular employees:

401 Personal Leave

Personal leaves of Officers and regular appointment employees shall be considered a privilege rather than a right. Such leave shall be considered for an employee who has worked 1,250 hours with one year or more employment with the Commission, without prejudice to the interests of the employee, and in accordance with the welfare of the Commission and authorized approval of the Executive Director. Personal leaves shall not be granted to supplement any other paid or unpaid leaves of absence or to replace any paid leaves of absence in which an employee is without accruals, unless specifically provided below.

Short Term Personal Leave. Personal leave of five days or less may be authorized by the Division Director. This leave must be compelling and of an emergency nature.

Extended Term Personal Leave. Personal leave of more than five days, but less than 90 days, may be authorized in advance by the Executive Director for reasons of personal and/or family illness, study, or personal emergency.

Long Term Personal Leave. Personal leave of more than 90 days, but less than six months, may be authorized in advance by the Executive Director for reasons deemed in the best interest of the Commission.

402 Regulatory Leave

When the Executive Director determines that it is in the best interest of the Commission or an Officer or employee, Regulatory Leave may be authorized.

403 Military Service

An Officer or employee who enters active service of the Armed Forces of the United States shall be granted a leave of absence for time in service and 60 calendar days following discharge, or hospitalization continuing after discharge for a period of not more than three calendar months, or as required by law.

404 Parental Leave for School Visits

An employee who is a parent, guardian, or grandparent having custody of a child in kindergarten or grades 1 through 12, or attending a licensed child day care facility, may take off forty hours each school year, not exceeding eight hours in any calendar month of the school year, to participate in activities of the school or licensed child day care facility of any child, if the employee prior to taking time off, gives reasonable notice to the Executive Director or his/her designee of the planned absence of the employee. This is unpaid, unless accrued annual leave or accrued compensatory time is utilized. The employee, if requested to do so, shall provide documentation from the school or licensed child day care facility as proof that he or she has visited the school on a specific day and at a particular time.

405 Family Care and Medical Leave

In accordance with federal and state law, employees who have worked continuously for at least one year and have completed 1,250 hours over the previous twelve months may take an unpaid leave of absence for up to twelve weeks in any twelve month period to care for a newborn child, to care for a child joining the household through adoption or foster care, to care for the employee's seriously ill spouse, child, or parent, or for the employee's own serious health condition that prevents the employee from performing his/her job.

The twelve-week federal family care (Family and Medical Leave Act/FMLA) runs concurrently with the six-week California Paid Family Leave (Family Temporary Disability Insurance Program/FTDI) and the twelve-week



California family care leave (California Family Rights Act/CFRA), except in the case of a leave taken due to pregnancy disability.

A physician's certificate is required to verify the extent and duration of the employee's own illness, or the serious health condition necessitating the leave to care for an ill spouse, child, or parent. An employee who plans to take a family care leave must give a thirty-day notice when the leave is foreseeable.

Employees may choose to use accrued leaves with pay in accordance with Section 300. Employees may be required to use leave banks to meet the business needs of the Commission in the absolute discretion of the Commission and/or to prevent improper leave accruals.

#### 406 Pregnancy Disability Leave

A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery there from. Such reasonable leave of absence shall not exceed six months.

Employees may choose to use accrued leaves with pay in accordance with Section 300. Employees may be required to use leave banks to meet the business needs of the Commission in the absolute discretion of the Commission and/or to prevent improper leave accruals.

As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability.

An employee who plans to take a pregnancy leave must give reasonable notice at least 30 days before the date she will take the leave. The notice must include the estimated duration of the leave.

Medical, dental and life insurance coverage will be continued through the end of the last calendar month subject to the continuous service rule unless the employee is eligible under the federal Family and Medical Leave Act (FMLA). Thereafter, an employee may make arrangements to pay insurance premiums.

An employee's Pregnancy Disability Leave will apply to the federal Family and Medical Leave Act (FMLA). For the first twelve weeks of the leave an eligible employee's group health benefits will be maintained at the same level it was prior to the leave, provided the employee maintains the same contribution amount as required prior to the leave of absence.

407 Medical Leave

An employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from illness, injury or recovery there from. Such reasonable leave of absence shall not exceed six months. If the employee has returned to work and has not completed six months of continuous employment, any period of leave for the same cause or causes longer than 12 weeks will be treated as one continuous period of leave. Such period of continuous leave shall not exceed six months.

Employees may choose to use accrued leaves with pay in accordance with Section 300. Employees may be required to use leave banks to meet the business needs of the Commission in the absolute discretion of the Commission and/or to prevent improper leave accruals.

As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability.

An employee who plans to take a medical leave must give reasonable notice at least 30 days, if possible, before the date he or she will take the leave. The notice must include the estimated duration of the leave.

Medical, dental and life insurance coverage will be continued through the end of the last calendar month subject to the continuous service rule unless the employee is eligible under the federal Family and Medical Leave Act (FMLA). Thereafter, an employee may make arrangements to pay insurance premiums.

An employee's Medical Leave will apply to the federal Family and Medical Leave Act (FMLA). For the first twelve weeks of the leave an eligible employee's group health benefits will be maintained at the same level it was prior to the leave, provided the employee maintains the same contribution amount as required prior to the leave of absence.

408 Industrial Leave

An employee who has an industrial illness or injury is entitled to a leave of absence without pay until the employee can either return to duty and perform the essential functions of his or her prior job duties, with or without reasonable accommodation, or the employee is terminated due to a physical incapacity because: (1) he or she is still permanently disabled over 18 months after the industrial illness or injury and is eligible for vocational rehabilitation, and/or (2) he or she cannot perform the essential functions of his or her job duties, with or without reasonable

accommodation, due to a permanent disability over 18 months after the industrial illness or injury.

As with all other temporary disabilities, a physician's certificate is required to verify the extent and duration of the temporary disability.

Medical, dental and life insurance coverage will be continued through the end of the last calendar month subject to the continuous service rule unless the employee is under the federal Family and Medical Leave Act (FMLA). Thereafter, an employee may make arrangements to pay his or her insurance premiums.

An employee's Industrial Leave will apply to the federal Family and Medical Leave Act (FMLA). For the first twelve weeks of the leave an eligible employee's group health benefits will be maintained at the same level it was prior to the leave, provided the employee maintains the same contribution amount as required prior to the leave of absence.

The Commission will maintain group health benefits at the same level it was prior to the leave, provided the employee maintains the same contribution amount as required prior to the leave of absence, while an employee is temporarily disabled for a period not to exceed 18 months, unless a Court of Appeal shortens the time period an employer must maintain group health insurance benefits for an employee who is disabled due to an industrial illness or injury.

#### 409 Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. This is unpaid leave, unless accrued annual leave or accrued compensatory time is utilized.

An employee should provide notice and certification of a need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence, or documentation from a legal counselor or attorney.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from

the court or prosecuting attorney that the employee appeared in court.

- Documentation from a medical professional, a domestic violence services advocate, a health-care provider, or a counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The Commission will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

#### 410 Paid Family Leave

In accordance with state law effective January 1, 2004, employees who contribute to the California State Disability Insurance program may be eligible for up to six (6) weeks of paid benefits when time off work is taken to bond with employee's own child or employee's domestic partner's child; or a child placed for adoption or foster care with employee or employee's domestic partner; or to provide care to a child, parent, spouse or domestic partner of an employee who is seriously ill or unable to take care of themselves. An employee who plans to take a Paid Family Leave must give a thirty day notice when the leave is foreseeable.

The standards for eligibility are established by the California Employment Development Department. Claims for Paid Family Leave beginning on or after July 1, 2004 are payable through the Employment Development Department, State of California, and are subject to a waiting period of seven consecutive days during which no benefits are available.

The six-week California Paid Family Leave (Family Temporary Disability Insurance Program/FTDI) runs concurrently with the twelve-week federal family care leave (Family and Medical Leave Act/FMLA) and twelve-week California family care leave (California Family Rights Act/CFRA), if applicable.

#### 411 Military Spouse Leave

In accordance with the California law, Military and Veterans Code section 395.10, a qualified employee, who works an average of twenty hours or more per week, shall be entitled to take off up to ten days of unpaid leave during a qualified leave period of his or her spouse in the military, if his or her employer has 25 or more employees.

A qualified employee is a spouse of a qualified member of the Armed Forces, National Guard, and Reserves. A qualified leave period is when the qualified member of the military is on leave from deployment during a period of military conflict.

The qualified employee must submit written documentation to his or her employer certifying that his or her spouse will be on leave from deployment during the time the leave is requested.

This policy will be interpreted under the provision of California Military and Veterans Code section 395.10

## **500 UNAUTHORIZED LEAVES**

An employee shall notify his/her supervisor or a member of management during the first hour of each workday if he/she is unable to report to work. An employee who does not report to work for three consecutive workdays and who has not reported his/her absence to his/her supervisor or a member of management, shall be considered to have voluntarily resigned from his/her position with the Commission.